

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
MASSACHUSETTS NURSES)	
ASSOCIATION,)	
Plaintiff,)	
)	
v.)	Civil Action No. 05-30145-MAP
)	
NORTH ADAMS REGIONAL)	
HOSPITAL,)	
Defendant.)	
_____)	

FIRST AMENDED VERIFIED ANSWER

For its First Amended Verified Answer to the numbered paragraphs contained in Plaintiff's Complaint (the "Complaint"), Defendant North Adams Regional Hospital (the "Hospital" or the "Defendant") hereby responds and states as follows:

Introduction

1. The allegations contained in paragraph 1 of the Complaint are descriptive of the cause of action Plaintiff purports to advance, to which no response is required. To the extent that the allegations contained in paragraph 1 of the Complaint include factual averments, Defendant denies these allegations in their entirety.

2. Defendant denies the allegations contained in paragraph 2 of the Complaint.

3. Defendant admits the allegations contained in paragraph 3 of the Complaint.

4. Defendant admits the allegations contained in paragraph 4 of the Complaint.

5. Defendant admits that Plaintiff and Defendant were parties to a collective bargaining agreement effective by its terms from April 1, 2001 to March 31, 2004; admits that Plaintiff and Defendant are parties to a collective bargaining agreement in effect by its terms from April 1, 2004 to March 31, 2007; and, except as expressly admitted, Defendant denies the

allegations contained in paragraph 5 of the Complaint. Further answering, Defendant attaches as Exhibits 1 and 2 to this First Amended Verified Answer true and accurate copies of the collective bargaining agreements referred to in the Complaint and in this First Amended Verified Answer.

6. Defendant admits the allegations contained in paragraph 6 of the Complaint.
7. Defendant admits the allegations contained in paragraph 7 of the Complaint.
8. Defendant admits the allegations contained in paragraph 8 of the Complaint.
9. Defendant admits the allegations contained in paragraph 9 of the Complaint.
10. Defendant admits the allegations contained in paragraph 10 of the Complaint.
11. Defendant admits the allegations contained in paragraph 11 of the Complaint.
12. Defendant admits that Arbitrator Stutz's opinion cited violations of the collective

bargaining agreement; and, except as expressly admitted, Defendant denies the allegations contained in paragraph 12 of the Complaint. Further answering, Defendant states that, in reaching his conclusion that there were violations of the collective bargaining agreement, see Compl. Exh. A, Arbitrator Stutz considered in detail the conditions that prevailed on Three North during the nine shifts at issue, such as patient census; staffing levels of Registered Nurses (RN's), Licensed Practical Nurses (LPN's) and Certified Nursing Assistants (CNA's); the care hour ratio per patient for the given shifts (i.e., the total number of hours worked in a twenty-four hour period by RN's, LPN's and CNA's divided by the patient census); the overall acuity level of the patients; the specific acuity level of particular patients; the number of admissions; the overall number of discharges and number of discharges with teaching required; the experience level of the nurses on duty; whether additional nurses and/or staff were added during the shifts; whether patients were transferred out of Three North during the shifts; and whether admissions were capped during the shifts.

13. Defendant admits the allegations contained in paragraph 13 of the Complaint.

14. Defendant denies the allegations contained in paragraph 14 of the Complaint.

Further answering, Defendant attaches as Exhibit 3 to this First Amended Verified Answer true and accurate copies of documentation (i.e., a check register entry, confirmatory correspondence to counsel for the MNA related to payment, and the cancelled check evidencing acceptance of that payment by the MNA), showing payment to Plaintiff in the full amount ordered by the Arbitrator in his Opinion and Award dated February 21, 2005. In addition, Defendant states that, subsequent to the grievances that were the subject of Arbitrator Stutz's Opinion and Award and subsequent to the Award itself (i.e., from 2002 to 2005), the Hospital has taken numerous steps to ensure the adequacy of its professional staffing, including raising average weekly patient care hours on Three North from 6.35 care hours to 8.64 care hours, adding a total of 260 RN nursing hours per week to Three North, adding 24 additional LPN hours per week on Three North, adding 72 additional CNA hours per week on Three North, forming a committee to develop a system for identifying patient acuity to be used for staffing decisions, commissioning a task force consisting of a cross-section of nurses on Three North to consider new models for the delivery of patient care, purchasing additional equipment for Three North, and reorganizing the location of supplies on Three North to enhance care delivery.

15. Defendant admits the allegations contained in paragraph 15 of the Complaint.

16. Defendant admits that certain RN's employed by the Hospital have filed "Unsafe Staffing Reports" since March 2, 2005 and, except as expressly admitted, Defendant denies the allegations contained in paragraph 16 of the Complaint. Further answering, Defendant attaches as Exhibit 4 to this First Amended Verified Answer true and accurate copies of the four "Unsafe Staffing Reports" filed with the Hospital since Arbitrator Stutz issued his Opinion and Award on

February 21, 2005. These Unsafe Staffing Reports (none of which have been made the subject of an actual grievance) allege violations of the collective bargaining agreement under circumstances materially different from the facts involved in the violations that were the subject of Arbitrator Stutz's Opinion and Award. For example, and with only one exception, the Unsafe Staffing Reports cover areas of the Hospital other than Three North, which was the subject of Arbitrator Stutz's Opinion and Award, and, therefore, involve different patient censuses, different levels of RN, LPN and CNA staffing, different care hour ratios, different acuity levels of the patients, different numbers of admissions and discharges during the shifts in question, different levels of experience in respect to the nurses on duty, and differences in whether nurses and/or other staff were added during the shifts, whether patients were transferred out of Three North during the shifts, and whether admissions were capped during the shifts. In addition, one of the Unsafe Staffing Reports is unrelated to the level of nurse staffing at all and instead concerns an RN who claimed she was given an assignment for which she was not was not adequately trained.

Count One, Confirmation Of Arbitrator's Award

17. Defendant repeats and realleges its responses to the allegations contained in paragraphs 1 through 16 of the Complaint as if set forth fully at length herein.

18. Defendant denies the allegations contained in paragraph 18 of the Complaint.

19. The allegations contained in paragraph 19 of the Complaint are descriptive of the relief Plaintiff purports to seek in this action, to which no response is required. To the extent that the allegations contained in paragraph 19 of the Complaint include factual averments, Defendant denies these allegations in their entirety.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

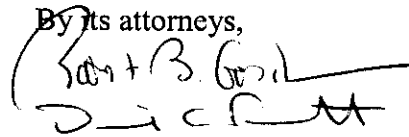
Plaintiff's claims are barred by its unexcused failure to exhaust the grievance and arbitration procedures required by the parties' collective bargaining agreement.

WHEREFORE, Defendant respectfully prays that Plaintiff take nothing by its Complaint; that the Complaint be dismissed in its entirety and with prejudice; and that the Defendant be awarded its costs and such other and further relief as the Court may deem warranted.

Respectfully Submitted,

NORTH ADAMS REGIONAL HOSPITAL

By its attorneys,



Robert B. Gordon (BBO #549258)

David C. Potter (BBO #644610)

Ropes & Gray LLP

One International Place

Boston, MA 02110-2624

(617) 951-7000

Dated: August 15, 2005

VERIFICATION

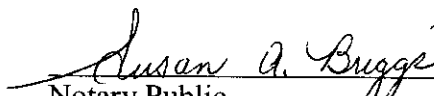
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BERKSHIRE

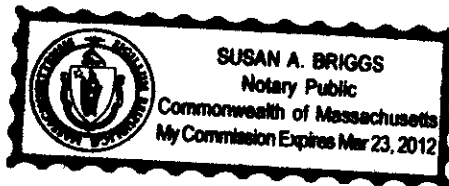
Billie Allard, RN, MS, being duly sworn, states: that she is the Vice President of Patient Care at North Adams Regional Hospital, that she is authorized to make this Verification; that she has read the foregoing First Amended Verified Answer; that she has first-hand knowledge regarding its contents; and that the same is true to the best of her present knowledge and belief.


Billie Allard, RN, MS

[NOTARIAL SEAL]

Sworn to and subscribed before me
this 12th day of August, 2005.


Notary Public



My Commission Expires: 3-23-2012

Certificate of Service

I hereby certify that on August 15, 2005, a true and correct copy of the foregoing document was served upon the attorneys of record, Alan J. McDonald, Esq. and Mark A. Hickernell, Esq., McDonald & Associates, Suite 210, Cordaville Office Center, 153 Cordaville Road, Southborough, MA 01772, by Federal Express.

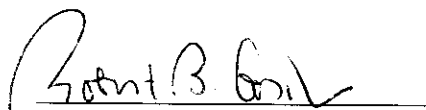

Robert B. Gordon, Esq.

EXHIBIT 1

MNA
MASSACHUSETTS NURSES ASSOCIATION
340 TURNPIKE STREET
CANTON, MASSACHUSETTS 02021
781-821-4625



<p>PRIVATE SECTOR</p> <p>MNA MASSACHUSETTS NURSES ASSOCIATION</p> <p>Agreement between North Adams Regional Hospital and Massachusetts Nurses Association</p> <p><u>April 1, 2004 – March 31, 2007</u></p>

MASSACHUSETTS NURSES ASSOCIATION MEMBERSHIP DUES POLICY

1. Upon completion of thirty (30) days of employment, any Registered Nurse in the bargaining unit who is not a member of the Association shall, as a condition of employment, pay to the Association a service fee in an amount certified by the Association which is proportionately commensurate with the cost of collective bargaining and contract administration.
2. If you go out on a paid leave of absence, you are obligated to continue paying full membership dues or service fees - either continuing payroll deduction or pay MNA directly (union direct).
3. If you are an unpaid leave or worker's compensation, you are also obligated to maintain dues payments, but may do so at the 50% rate by talking the MNA Member Services Department and making arrangements for payment (1-800-882-2056).
4. If you are permanently disabled, you qualify for 25% dues rate. For more information, contact MNA Member Services at 1-800-882-2056.
5. If you are a full-time student (12 hours) you qualify for 50% reduction in dues. To make arrangements, contact MNA Member Services at 1-800-882-2056.
6. If you are on payroll deduction, you will be billed for the weeks when a deduction is not received from your employer. You are responsible for making any missed dues payments, and your employer. Per dues policy, you are encouraged to select direct payment options.
7. Failure to keep payments current will result in your employer being notified that your employment is being terminated.
8. The rights of full membership include attendance at contract ratification meetings and the local dues meetings, all earnings to the bargaining unit, newsletters, the right to vote in local unit elections and in elections, the right to run for office and the right to vote on your contract.

SERVICE AGENCY FEES/PAID DUES ARE NOT FULL MEMBERS AND THEREFORE RECEIVE NONE OF THESE RIGHTS.

9. All changes (employment status, leave status, name, address, etc.) must be made to the MNA within 30 days of the change. Do not assume that your employer will communicate this information. Any change of dues payment will result in a refund which will be processed accordingly at the time of notification and will be received 30-day period only.
10. If a member of a collective bargaining unit changes status more than once in a twelve-month period, from member to agency fee payer or from agency fee payer to member, an administrative fee of \$50.00 will be charged at the time of the second change.
11. Labor Program members and Agency Fee Payers who are delinquent in their dues will be placed on a balance of dues owed. The member will be made a member in good standing when the dues are paid in full.
12. Refunds from banks or credit card companies for insufficient funds, refusal of payment, etc., will result in an administrative fee of \$25.00. These fees will be billed to the member directly.

Serving the Nurse and the Profession of Nursing

From its founding in 1903 to the present, the Massachusetts Nurses Association has served as the organization of nursing in Massachusetts and continually strives to preserve the identity, integrity, and continuity of the profession of nursing.

MNA is active in all facets of the profession of nursing. Programs and services provided to members include:

Legislation

MNA initiates and promotes sound legislation to improve health care for Massachusetts citizens and to advance nurses and the nursing profession. The Department and the Congress on Health Policy and Legislation work directly with legislators and take a proactive stand on the development of bills that have a potential impact on nursing and health care. MNA continually monitors legislation introduced both in Massachusetts and in Washington, DC. Through its legislative network and full-time lobbyist, MNA promotes legislation and advances the interest of nurses, nursing and better health care. NursePLAN, the political action committee of MNA, promotes nursing's interests by raising funds for campaign contributions to candidates who are sensitive to nursing's positions.

Continuing Education

Recognizing that continuing education is not just a privilege for nurses, but a responsibility, MNA has made a commitment to encourage and facilitate life-long learning. The Continuing Education Committee, through its Continuing Education Approval Program, supports a voluntary system for continuing education. Nurses attending offerings approved by MNA receive contact hours which meet professional standards and criteria. In addition to approving continuing education offerings, programs and sponsors, MNA also directly provides continuing education events through which nurses can earn contact hours. The Continuing Education Committee will continue to plan innovative programs to meet members' learning needs.

Nursing Practice

MNA provides a forum to help its members cope with the changing concepts and new technologies of modern nursing practice. MNA's Congress on Nursing Practice works to promote the implementation of Standards of Nursing Practice; offers consultation on current individual practice problems; acts as an advocate in maintaining the scope and integrity of nursing practice; and offers leadership and information on such current concerns as third party reimbursement, and practice in the expanded role.

Labor Relations

MNA represents nurses whenever nurses, themselves, decide to engage in collective bargaining with their employers. Thousands of nurses in Massachusetts have already chosen MNA to represent them. MNA believes that professional nurses must be able to

practice under terms and conditions which enable them to deliver the best possible patient care, as well as terms which provide them the best possible rewards for delivering it. To nurses who want to achieve that goal, MNNA offers a full range of professional support services: from advice on exercising their legal employment rights to negotiating and enforcing employment contracts. For nurses who want to achieve that goal, an elected Cabinet for Labor Relations assists with support services statewide and provides the information, education and training which nurses need to effectively achieve it.

For members who experience employment-related problems, but who cannot engage in collective bargaining, MNNA provides support services such as advice on appropriate problem solving procedures and referral to legal counsel. In addition, all MNNA members receive the benefits of the Cabinet for Labor Relations' support of a broad range of economic and employment research, as well as its support of the publication of pertinent research findings. The program also makes its technical experts available to all groups of MNNA members who want information or advice on matters ranging from sex discrimination in employment to health care economics.

Health and Safety Program

The MNNA Health and Safety Program in the Department of Nursing provides information, education and advocacy on issues related to exposure to occupational hazards and workplace injuries and illnesses. When requested, Health and Safety Program staff work with MNNA units to advocate onsite in labor/management meetings, provide input on contract negotiations or present educational program for members. Health and Safety Program staff also work directly with members, when requested, to provide information and advocacy on all types of work related injuries and illnesses. Issues that are frequently addressed include latex allergy, indoor air quality, workplace violence and abuse, back and other musculoskeletal injuries, workers compensation issues and assistance with filing OSHA complaints.

MNNA members provide direction and input to the Health and Safety Program as elected members of the Congress on Health and Safety and/or by volunteering as participants in specific issue related task forces such as the Workplace Violence and Abuse Prevention Task Force or the Emergency Preparedness Task Force and the Safe Patient Handling Task Force.

Nursing Education

Through the Congress on Nursing Practice and Staff Development Committee, MNNA provides leadership in recommending standards for nursing education in Massachusetts. MNNA provides career information to prospective nursing students and to registered nurses interested in furthering their education. The Congress is responsible for addressing major issues such as minority recruitment into nursing, educational preparation for nursing and financial support for nursing education.

Convention

Each year MNNA provides a forum for nurses across the state to participate in the governance of their association. MNNA's annual convention offers members the opportunity to voice their opinions and add input which shapes the Association's directional force. Business sessions and forums provide insight into the policies and procedures of the Association. Among the annual highlights are the exhibition program which offers members the newest equipment, career opportunities and information concerning nursing, and MNNA's awards banquet to pay tribute to outstanding nurses. There are also continuing education opportunities during the convention schedule.

Publications

MNNA members receive many regular and special publications which keep them up to date on their profession. The *Mass Nurse*, published monthly, contains information important to Massachusetts registered nurses, as well as information about MNNA. Members also receive additional information through special mailings.

Group Programs

MNNA members receive reduced rates on MNNA's endorsed professional liability (malpractice) insurance. Other insurance programs provide term life insurance, comprehensive major medical insurance, hospital confinement benefits, long term disability income, and excess major medical coverages at special rates for MNNA members. MNNA also sponsors a group credit card program for members. The credit card program offers a low interest rate, no annual fee the first year, and many additional benefits to cardholders.

Other Services

MNNA members have all of MNNA's resources available when needed. MNNA's staff can provide professional counseling and consultative services for practice problems or service and education questions. Members requiring information on any aspect of nursing can find assistance through MNNA. Members receive reduced rates for certification, continuing education programs, convention registration, and for other MNNA sponsored programs.

The 22,000 members of MNNA represent all areas of nursing, from staff members to nursing administrators, from educators to nurse practitioners, as well as other areas of health care. Through participation in nursing's professional association, MNNA members support a strong voice for the profession of nursing, and acknowledge their career commitment to professionalism.

AGREEMENT
BETWEEN
NORTH ADAMS REGIONAL HOSPITAL
AND
MASSACHUSETTS NURSES ASSOCIATION

AGREEMENT made and entered into as of April 1, 2004, by and between
NORTH ADAMS REGIONAL HOSPITAL, hereinafter referred to as the
"Hospital," and the MASSACHUSETTS NURSES ASSOCIATION, hereinafter
referred to as the "Association."

ARTICLE I

PREAMBLE

1.01 Preamble

The intent and purposes of the Agreement are to establish harmonious
relationships between the Hospital and its registered nurses who are subject
hereto; to promote and improve that relationship and the economic conditions
of both, subject to their joint duties to the community and to high standards of
patient care; to clarify certain rights and privileges of the parties together with
certain working and operating conditions; and to establish amicable processes
of collective bargaining.

ARTICLE II

RECOGNITION

2.01 In accordance with the certification of the National Labor Relations
Board, the Hospital recognizes the Association as the sole and exclusive
bargaining representative for all Registered Nurses, excluding the Vice
President Patient Care Services/Operations/Nursing Directors, Education
Coordinator, Risk Management/Infection Control Coordinator, Case
Management Coordinator, Clinical Coordinators, Director of Education, and
any Department Manager who is also a registered nurse, temporary employees,
consultants and per diem nurses not included in the bargaining unit (see
Appendix 1 of the Agreement) and further excluding all other employees. Such
nurses for whom the Association is recognized as the exclusive bargaining
agent are hereinafter referred to as "nurses."

ARTICLE III

MANAGEMENT RIGHTS

3.01 The Association recognizes the right of the Hospital to operate and manage the Hospital. Without limiting the generality of the foregoing, the Hospital reserves to itself, subject only to any express provisions of the Agreement, the management of the Hospital, the right to require reasonable standards of performance and the maintenance of discipline, order and efficiency, the determination of medical and nursing care standards, operational and other policies, the determination of methods and procedures, the direction of the nurses and the assignment of work, the right to hire, transfer temporarily, and to transfer, discharge, suspend, demote, or otherwise discipline nurses for just cause, the right to lay off employees for lack of work or for other reasons and to recall nurses, and the right to promulgate and enforce all reasonable rules relating to operations, safety measures and other matters; provided, however, that in the exercise of the foregoing, rights of management, the Hospital agrees that it will not violate the specific provisions of this Agreement.

ARTICLE IV

ASSOCIATION ACTIVITIES

4.01 Participation in Association

The Hospital will advise all new nurses at the time of employment that the Association is their bargaining representative and will notify the Association at the end of each month of the name, address, classification, unit, and shift of each new nurse, and, if applicable, any address change for nurses in the bargaining unit, and the name of each nurse who terminates employment. The Hospital recognizes the right of any nurse to become a member of the Association and will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of the Association. The Association recognizes the right of any nurse to refrain from becoming and/or remaining a member of the Association and will not discriminate on account of the exercise of such right. Following the probationary period, as a condition of employment, the RN will either join the MNA or pay the Association service fee to the MNA.

4.02 Annual List of Employees

The Hospital will provide a list of all Registered Nurses in the MNA bargaining unit, including the date of hire, hourly rate, benefit status, home address and phone number no later than January 1 and July 1 of each year. The Hospital also agrees to provide the Association with the monthly update of all new hires and their addresses; the change of address of any nurses; and the name of any nurses whose employment has terminated. The MNA Chairperson will also be given on at least an annual basis a list of all RN's and areas of the

Hospital that they are oriented to including areas where they are oriented to change. The Hospital will provide the MNA (at its main place of business) with a copy to the local chairperson during the month of January each year, a Master seniority list of all MNA bargaining unit members. Said list shall also be posted for at least three weeks on the MNA Board.

4.03 Association Representatives

A. Duly authorized representatives of the Association may visit the premises of the Hospital at reasonable times to discharge the Association's duties as collective bargaining representative. The visiting representative shall report at the Human Resources Department or the Vice President Patient Care Services/Operations and shall otherwise be subject to the reasonable control of the Hospital with respect to the times and places for such visits in accordance with its operating needs.

B. The Hospital will provide up to a total of twelve (12) paid release days per calendar year for any bargaining unit member(s) elected to the MNA Cabinet for Labor Relations. The total number of paid release days shall not exceed twelve (12) per calendar year regardless of the number of unit member(s) elected to the Cabinet.

4.04 Dues Check-Off

A. The Hospital agrees to deduct the Association membership dues and local dues on a weekly basis from the earnings of all nurses who have executed an authorization form. Such deductions shall be in the amount certified by the Association and shall be in accordance with the terms of said authorization.

B. Any nurse covered by this Agreement may revoke her/his authorization to deduct from her/his paycheck union membership dues or any agency service fee by notifying the Payroll Department in writing that she/he wishes to revoke the authorization at least five (5) days prior to the end of a pay period. The Hospital is not responsible for retroactive reimbursement of union dues or agency service fees.

C. A nurse on an approved leave of absence, who wishes to stop her/his union dues or agency fee deduction must submit a written authorization to stop said deduction for the period of the approved leave of absence to the payroll office. The payroll office will attempt to stop the deduction beginning with the pay period in which the authorization is received, and will resume the deduction in the pay period in which the nurse returns to work. The Hospital will continue to deduct local chapter dues during the leave of absence.

D. Withheld Association dues or agency fee amounts will be forwarded to the Association by the end of the calendar month following the actual withholding together with a record of the amount and the names of those for whom deductions have been made.

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4.05 Local Chapter Dues

Withheld local chapter dues will be forwarded to the Local Chapter Treasurer by the end of the calendar month following the actual withholding together with a record of the amount and the names of those for whom deductions have been made.

4.06 Indemnification

The Association shall indemnify and save the Hospital harmless against any and all claims, demands, suits, or other forms of liabilities taken or not taken by the Hospital for the purposes of complying with any of the provisions of this Article, or in reliance on any authorization, revocation, list, notice or assignment furnished under such provisions.

4.07 Association Activities on Hospital Premises

Activities on Hospital premises will be scheduled so as not to interfere with the operation of the Hospital, and is subject to the prior approval of the Vice President Patient Care Services/Operations, or designee. Space for conduct of Association Activities will be provided on the Hospital premises, as available.

4.08 Bulletin Boards

The Hospital will provide locked glass enclosed bulletin board space for the posting of notices of Association meetings and related materials. Such notices and materials shall be submitted to the Hospital's Vice President of Human Resources for approval prior to their being posted. The Hospital agrees to post open positions in the MNA bargaining unit on the MNA bulletin board and on the bulletin board across from the Hospital's cafeteria.

4.09 Agreement Copies

The Hospital will give to nurses, included in the bargaining unit, during their first week of work a copy of the current Agreement between the Hospital and the MNA. The MNA agrees to provide the Hospital with a sufficient supply of contracts for this purpose. During the orientation program, time will be allowed for a nurse committee member to discuss professional association philosophies.

4.10 Photocopies

The MNA shall reimburse the Hospital quarterly at the rate of ten cents (\$0.10) per copy, and recognizes that all copying will be done during off-duty time and further recognizes that in the use of the copying machine Hospital business shall take preference.

5

4.11 MNA File Cabinet

The Hospital will provide a mutually agreed upon space for an MNA four drawer, locked file cabinet with reasonable access for MNA Committee members.

4.12 PC Filing

The Hospital will provide the MNA, at its main place of business, with a copy of the Hospital's PC Filing at the same time that the Filing is made with the Commonwealth of Massachusetts.

4.13 Negotiation Committee Paid Release Time

The Hospital will provide paid release time for up to six (6) members of the MNA bargaining team, as determined by the MNA, for contract negotiations sessions.

ARTICLE V

DEFINITIONS

5.01 Probationary Period

The first four (4) months of employment or re-employment shall be the probationary period. Transfer or discharge will be at the sole discretion of the Hospital and such action shall not be subject to the grievance and arbitration procedure of this Agreement. Performance evaluations will be done and discussed with the nurse at 30 and 90 days and at the end of the probationary period.

5.02 Full-Time Nurses - Are those hired to work a full schedule on a permanent basis, either in a 40-hour or a 3 - 12-hour shift position.

5.03 Part-Time Nurses - Are those hired to work on a permanent basis to fill a regularly scheduled position for less than forty (40) hours or less than thirty-six (36) hours for those nurses working 12-hour shifts.

5.04 Temporary Nurses

Temporary nurses are hired by the Hospital on a temporary basis (i.e., summer coverage, special projects, etc.) and are not hired to replace current full-time or part-time positions. They are not eligible for fringe benefits except all applicable differentials.

5.05 Per Diem Nurses

Per Diem nurses are those hired to work on a limited basis, as fill-in or relief personnel, and who do not work, on an on going basis, in the same pattern as full-time or part-time nurses.

5.06 Regular Employees in Temporary Positions

At the discretion of the Vice President Patient Care Services/Operations Services, or designee, a permanent full-time or permanent part-time nurse may transfer to a temporary position. Upon completion of the temporary assignment, such transferred nurse will be returned to her/his former position, department, hours and shift.

ARTICLE VI

HOURS OF WORK

6.01 Hours of Work

The regular work week will consist of forty (40) hours within a week commencing with the 7:00 a.m. shift on Sunday. The regular work day will consist of eight (8) consecutive hours for each shift, as follows:

A. Day Shift will be 7:00 a.m. to 3:30 p.m., with two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute lunch break, which may be taken off the premises with notification to the Nurse Director/supervisor. For the afternoon break, the Hospital may require the nurse to take the break at her/his work station. The Day Shift shall also include the 6:00 a.m. to 6:00 p.m. and the 7:00 a.m. to 7:00 p.m. shifts.

B. Evening Shift will be 3:00 p.m. to 11:30 p.m. with two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid supper break, which may be taken off the premises with notification to the charge nurse/supervisor.

C. Night Shift will be 11:00 p.m. to 7:15 a.m. with one (1) paid fifteen (15) minute break and one (1) unpaid fifteen (15) minute meal period. The Night Shift shall also include the 6:00 p.m. to 6:00 a.m. and the 7:00 p.m. to 7:00 a.m. shifts.

6.02 Odd Shifts

The parties recognize that certain departments of the Hospital must at times operate on odd shifts; such shifts shall be determined in accordance with the operating needs of the Hospital. A list of all scheduled alterations with starting and ending time will be distributed to the MNA Board Chairperson. The Hospital reserves the right, in the case of vacant or newly created positions, to establish and post regular positions of twelve (12) hours or less, including but not limited to, positions of 4, 6, or 7 hours. If the Hospital posts shifts of less than 8 hours the starting and ending times may be different from

those listed in section 6.01. The above right does not include the right to reduce employee hours of work on a daily basis or through a reduction in force.

6.03 Alternate Shifts

The Hospital will provide the Association with the opportunity to meet with them to provide input prior to implementing any alternate shifts, [i.e., 10 hour/12 hour] on a given unit.

The opportunity to be considered for any alternate work week and/or work day schedule shall be accorded to nurses currently employed.

If a different schedule is instituted for a particular unit, a nurse who is unwilling to change from an eight hour schedule and who was not hired with the understanding that she/he may be required to work a different schedule will be permitted to transfer to a vacancy for which she/he is qualified or would be qualified to transfer to with reasonable orientation.

Regularly scheduled ten (10) and twelve (12) hour shifts will not result in overtime, except as provided in this Section 6.04 B. Ten hour shifts shall have two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal break. Twelve hour shifts shall have three (3) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal break.

6.04 Overtime

A. All authorized work in excess of forty (40) hours in a week or eight (8) hours in a day shall constitute overtime, and shall be paid with one and one half (1 1/2) times the employee's regular rate of pay. Holidays, vacations, and sick leave shall count as time worked in computing overtime. If a nurse works a double shift of at least fifteen and one half (15 1/2) hours consecutively, the Hospital shall pay the nurse for sixteen (16) hours of work. There shall be no pyramiding of premium pay or overtime pay. Nurses may opt to take time and one-half (1 1/2) in compensatory time in lieu of pay in accordance with operating needs of the Hospital. Compensatory time must be taken within the same pay period.

B. A nurse hired for extended hours or shift, i.e. ten (10) or twelve (12) hour shifts shall not be subject to the above overtime hours clause.

If the nurse works one of these shifts, the nurse will be entitled to overtime, according to the following schedule:

Shift	Overtime
8 hours	8 hours per day
8 hours	more than 40 hours per week
10 hours	more than 10 hours per day
10 hours	more than 40 hours per week
12 hours	more than 12 hours per day

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12 hours more than 40 hours per week

C. Overtime shall be distributed as equitably as possible to qualified nurses. A list of nurses by seniority shall be posted in a conspicuous place in each unit. Lists shall be kept up-to-date by each Nurse Director relative to offers and actual additional hours and/or overtime worked. New hires will be added to the list(s) at the start of the quarter subsequent to date of hire.

Each nurse has the responsibility for indicating, at the start of each month, whether or not she/he wishes the opportunity for additional hours and/or overtime.

D. When a situation occurs which requires additional hours/shifts and/or overtime as determined by the Hospital, the procedure shall be:

1. Initial opportunity for additional hours/shifts will be given to part-time nurses based upon seniority lists in the unit where extra hours are needed.
2. If the extra hours/shifts cannot be distributed in accordance with #1 above then the opportunity for overtime will be given to full-time and part-time nurses based upon the seniority lists and from the unit where the extra hours are needed.

3. If the extra hours/shifts cannot be distributed in accordance with #2 above, then the opportunity for additional hours or overtime will be given to qualified nurses assigned to other units, and/or per diem nurses.

E. 1. The Hospital agrees that RNs shall not be mandated by the Hospital to work more than two (2) hours at a time.

2. If a nurse states that she/he is fatigued or ill the nurse cannot be mandated to work. The Hospital will not make a judgement against the nurse and/or discipline the nurse or report the nurse to the Board of Registration because the nurse states that she/he cannot accept mandated overtime because the nurse is fatigued or ill.

3. The Hospital will not use mandated overtime for RNs as a system for staffing the Hospital.

F. When, at the end of the calendar quarter, there is a complaint of a violation in the distribution of additional hours and/or overtime, the Hospital shall have a calendar quarter from the date of the complaint to correct any inequity, if sufficient hours are available in that quarter. For the purpose of this section, but for such purpose only, if a nurse refuses offered additional hours and/or overtime work then that nurse's name will go to the bottom of the overtime seniority list.

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G. The above procedure does not apply to on-call, call-back, and emergency situations.

6.05 Schedules

Time schedules and days off, including rotation assignments necessitated by operational needs, shall be posted by the 15th of the month, except when the 15th of the month falls on a weekend or a designated holiday, in which case the schedule shall be posted on the first workday following the 15th. All nurses requests for time off must be submitted in writing by the 10th of the preceding month for the schedule to be posted by the 15th of that month. (Example: time shall be posted by 12/15 for the calendar month of January; requests must be in by 12/10.) Such requests will be granted on the basis of operating needs. Once schedules are posted, no further requests will be considered, although nurses may, with prior approval from Nurse Director or designee, switch days and holidays with another Registered Nurse. Such switching may not result in overtime, and the Nurse Director or designee must approve the selected substitute. Said approval shall not be unreasonably withheld.

6.06 Weekends

A. Subject to its operating needs, the Hospital will continue its present practice of endeavoring to grant every other weekend off. A nurse may request to work every weekend as a mutually agreed upon regular schedule, or may request to work more frequent weekends than every other (i.e. work three (3) weekends/month).

The granting of this request is based on the operating needs of the nursing unit.

B. A weekend shall be defined as two days or evenings which are Saturday and Sunday. On the night shift, an optional weekend of Friday and Saturday may be selected as a weekend rotation.

This scheduling will be determined by the operational needs of the nursing unit.

In any event, a nurse will not be paid a differential for three weekend nights.

C. It is agreed that subject to its operating needs the Hospital will continue to grant each Saturday and Sunday off to the Surgical Services nurses.

D. A nurse may, subject to operating needs, take one holiday or vacation day on her/his scheduled weekend, within a contract year. A written request must be submitted at least one month in advance to the appropriate Nurse Director. No more than one nurse in the same unit may be granted this

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weekend day off within the same twenty-four hour calendar day commencing from Friday twelve midnight.

6.07 Rotation

A. Nurses who regularly work the Day Shift, including nurses who work shifts less than or in excess of eight (8) hours, may be required to rotate to other shifts when necessary according to the operating needs of the Hospital. The Hospital will endeavor to assign the nurses who rotate to that regularly assigned nursing unit. The Hospital will post the list once per month. No rotation will be required for nurses with fifteen (15) or more years of service from the date of hire as a registered nurse, except in the case of those areas, where over 50% of the staff are in the fifteen (15) or more years category, and in emergency situations.

B. The Hospital will keep a sequential list of the names of the nurses doing night rotation. The names of all newly hired nurses qualified to work the 11:00 - 7:15 shift will be placed on top of the rotation list.

C. Based upon the operational needs of the Hospital nurses rotating to 11:00 p.m. to 7:15 a.m. shift may be granted a sleep day without pay (or use vacation, holiday, or personal time) in addition to their regular days off.

6.08 Per Diem Nurse Relief

At no time can a registered nurse obtain a per diem nurse as her/his relief without the prior approval of the Nurse Director or designee. Said approval shall not be unreasonably withheld.

6.09 Increase/Decrease in Hours

Nurses who desire an increase or decrease in scheduled hours of work shall submit a dated written request to her/his Nurse Director specifying the requested changes. The Nurse Director will attempt to comply with the request if feasible. Approval of such requests shall be based on operational needs.

6.10 Hours Reduced

Hours taken by mutual agreement of the parties, as time off without pay due to excess staffing or employer request, shall be considered time worked for purposes of benefit accrual (sick time, vacation time, holiday time, etc.).

No nurse shall be floated from one unit to another (except float nurses, should they opt not to take HR (time off without pay)) to fill a slot where a nurse from that unit was granted HR from unless nurse from first unit declined HR.

Example #1:

Float Nurse: 1 on: to 2nd North

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2nd North: needs help
3rd North: overstaffed: Offered HR

Example #2:

Float Nurse: non-scheduled/on duty
2nd North: overstaffed by 1 RN, all RNs decline HR
3rd North: adequate staffing, 1 RN accepts HR
therefore, 1 RN floated from 2nd North to 3rd North

ARTICLE VII

WAGES

7.01 Wages - See Appendix VI for salary scales.

- A.
 - 1) Effective April 1, 2004, 6% across-the-board wage increase.
 - 2) Effective April 1, 2005, 5% across-the-board wage increase.
 - 3) Effective April 1, 2006, 5% across-the-board wage increase.

B. Nurses will advance on the salary schedule as follows:

In order to advance to steps 2-6 inclusive, a nurse must complete one year of continuous employment at the immediately preceding step. In order to advance to step 8, a nurse must complete two years of continuous employment at step 6. In order to advance to step 10, a nurse must complete two years of continuous employment at step 8. In order to advance to step 13, a nurse must complete three years of continuous employment at step 10. In order to advance to step 15, a nurse must complete two years of continuous employment at step 13. In order to advance to step 20, a nurse must complete five years of continuous employment at step 15.

In order to advance to step 17 effective April 1, 2004, an employee would have had to have been at Step 15 for two years by April 1, 2004. Otherwise, in order to advance to Step 17, a nurse must complete two years of continuous employment at step 15. In order to advance to step 22 effective April 1, 2004 a nurse would have had to have been at step 20 for two years by April 1, 2004. Otherwise in order to advance to step 22, a nurse must complete two years of continuous employment at step 20. In order to advance to step 20, a nurse will have 3 years continuous employment at step 17 or 5 years continuous employment from initializing reaching step 15, whichever comes first.

7.02 Shift Differential

A. Nurses who work four (4) or more hours between the hours of 3:00 p.m. and 11:00 p.m. shall receive one dollar and twenty cents (\$1.20) per hour, for each hour worked during such period. Nurses who work four (4) or more hours between the hours of 11:00 p.m. and 7:00 a.m. shall receive three dollars (\$3.00) per hour for each hour worked during such period. The shift differential shall be included in holiday, vacation, and sick leave payments made to nurses who regularly work the evening or night shift.

B. The 6:00 p.m. to 6:00 a.m. shift and the 7:00 p.m. to 7:00 a.m. shift shall receive the 11-7 differential for the entire shift. The 11:00 a.m. to 11:00 p.m. shift shall receive the 3-11 differential for the entire shift.

Nurses working on weekend shifts (which for the purpose of this Section shall mean all shifts starting with the tour of duty beginning with the night shift on Friday through the tour of duty ending with the evening shift unless otherwise designated under Article 6.06B on Sunday) will receive additional compensation of one dollar and forty cents (\$1.40) per hour for each hour worked during such period.

7.05 On-Call - Call Back

Any nurse on-call shall be paid at the rate of \$3.00/hour. When a unit requires on-call coverage, volunteers will be requested within the unit. If there are no volunteers within the unit, then the on-call will be offered to cross-trained nurses from other units. When on-call, the nurse will receive on-call pay for the duration of the on-call status. If the nurse is called in to work, she/he shall continue to receive the on-call pay plus her/his regular rate of pay with a two (2) hour minimum. The nurse shall also receive charge pay when appropriate. The nurse shall be entitled to any other appropriate differentials, as defined by the agreement.

The holiday differential shall be paid for the time worked on the holiday. For Memorial Day, Fourth of July, Thanksgiving, Christmas, New Year's Day, Labor Day, Washington's Birthday, and Columbus Day nurses called in to work shall receive time and one-half plus one-half for a two-hour minimum.

Nurses who are in other units may request to be on the on-call list in a unit where they are not regularly assigned. The nurse may be called from this list when nurses from the unit where the on-call is being offered are not available. It is the Nurse's responsibility to stay oriented in this department; however, the Hospital shall determine the nurse's qualification to be on this list and to remain on this list.

Mandatory On-Call may be required of OR or PACU nurses. In the PACU, the on-call may be required:

- a) when all 8 beds in CCU are occupied
- b) the anesthesiologist will remain in building until patients are discharged to their rooms
- c) the Hospital will develop an expanded voluntary list of qualified registered nurses to do voluntary call in PACU
- d) the Hospital agrees to discuss nurses' qualifications on the expanded list for on-call, call-back in the PACU unit
- e) if a nurse is on the on-call, call-back list and she/he had not been in the PACU unit in the past four (4) months she/he will be reoriented
- f) on-call, call-back pay shall be the same as for OR nurses as provided above
- g) response time for PACU shall be within 30 minutes of notification
- h) if no one volunteers, the PACU nurse(s) whose turn it is on the rotating seniority list will be mandated to come in.

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It is agreed that the Hospital will provide beepers for the nurses scheduled for on-call status. The Hospital agrees to provide an area where a nurse may stay while on-call when she/he chooses not to leave the Hospital premises.

7.06 Charge Nurse

A nurse who is assigned charge nurse of a unit shall receive an additional one dollar and fifty cents (\$1.50) per hour for any time said nurse assumes this role. Charge nurse functions are an assignment not a position and will be made by the appropriate Nurse Director. Only one nurse in Radiology, Endoscopy, Infection Control and Chemo-Therapy shall receive charge pay while working during the same time period.

7.07 Rate at Time of Hire

Newly-employed nurses may be placed in a step in the rate range in accordance with their prior experience, as determined by the Nurse Director. This placement shall not exceed the third step. However, a nurse who has worked as a registered nurse for four (4) years may be placed up to the fourth step of the wage scale, and a nurse who has worked as a registered nurse for five (5) or more years may be placed up to the fifth step of the wage scale.

7.08 Degree Differential

A. Nurses with a Bachelor of Science Degree in nursing will receive seventy-five cents (\$.75) per hour. This differential shall be included in holiday, vacation, and sick leave pay.

B. Nurses with a Master of Science Degree in nursing will receive one dollar and twenty-five cents (\$1.25) per hour. This differential shall be included in holiday, vacation, and sick leave pay.

7.09 Call-Back

If a nurse is not on call and is called back to work on the same day she/he was working, the nurse shall be entitled to a four (4) hour minimum at time and one half her/his regular rate of pay. If a nurse is called back to work for any other time period that the nurse was not previously scheduled to work, then the nurse shall be entitled to a three (3) hour minimum at the applicable rate. CRNA's cannot be mandated to take call or be called back into work.

7.10 Certification Differential

An additional thirty-five cents (\$.35) per hour will be paid for one area of certification only. Said certification must apply to the area where the nurse is regularly assigned. All courses approved by the American Nurses Association

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shall be eligible for the certification differential. All other certifications must be approved by the Vice President Patient Care Services/Operations.

7.11 Ambulance Transport

An employee engaged in the ambulance transport of a patient shall be paid in addition to her/his contract rate of pay an additional pay of one-half (1/2) of the maximum step of a registered nurse pay scale at Grade 10 for each hour of transport.

7.12 Certified Registered Nurse Anesthetists

Newly hired CRNAs may be placed anywhere on the step scale for Grade 13. CRNA's cannot be mandated to take call or be called back into work.

7.13 Harassment Free Environment

Any employee who has a complaint pertaining to harassment should report the incident to his/her Director or Clinical Coordinator. If the alleged harassment involves the Director or Clinical Coordinator, or Case Management Coordinator, the employee should report the incident directly to the Vice President of the division or to the Vice-President of Human Resources.

Any such complaints will be promptly investigated with the assistance of Human Resources, and the results of the investigation reported back to the complainant.

7.14 ID Badge

Nurses are required to wear ID badges at all times while on duty. If the nurse forgets to report to work with the ID badge, she/he shall report to her/his supervisor prior to the start of the shift and she/he will be given a temporary badge for the work day.

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ARTICLE VIII

BENEFIT ENTITLEMENT

8.01 Part-Time Nurses Benefit Entitlement

Part-time nurses will receive benefits on a pro-rata basis. The Schedule of Benefits is to be based on the number of hours for which the nurse is hired and regularly scheduled to work, as follows:

Hours of Work	Percent of Benefits
0-15.....	No Benefits (See Art. XI, 11.08)
16-23.....	40% Benefits
24-31.....	60% Benefits
32-39.....	80% Benefits
36	100% Benefits
(3 12-hour shifts)	
40 hours	100% Benefits

A change in fringe benefit entitlement will result from a permanent change in the number of hours scheduled to work per week for not less than three (3) months duration. Hours worked during the summer will not be considered as a permanent change in scheduled hours. In case of a permanent job change, the new benefit entitlement will be effective immediately.

For all part-time nurses, the appropriate fringe benefit entitlement will be calculated at the end of June and December each year by dividing the number of hours worked in those six (6) month periods by twenty-six (26) weeks. Exceptions to this occur when (1) the employee transferred permanently to a new category within the computation period in which case only those hours worked from date of transfer will be included in the calculation, and (2) the nurse was initially employed during the computation period in which case the number of hours worked will be divided by the number of weeks worked from date of hire and additional hours due to orientation will be excluded from the calculation. Leaves of absence will not be used in the computation of benefits under this Article. The appropriate change of benefit entitlement will become effective the first pay period of July and January of each year.

Temporary and Per Diem nurses will not be eligible for benefits.

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ARTICLE IX**HOLIDAYS****9.01 Holidays**

Ten (10) holidays are granted to nurses each year. A nurse is eligible for paid holiday after (30) days of continuous service, with the exception of the Floating Holiday which requires three (3) months of continuous service. The holidays occur during the calendar year as follows:

New Year's Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	Floating Holiday

9.02 Work on Holiday

In order to provide adequate staffing coverage a nurse may be required to work holidays. In this case, the nurse is given another day off, preferably to be taken within sixty (60) days of the actual holiday. The nurse will be paid for any unused holidays. The nurse has the option to take pay rather than an additional day off at straight time within sixty (60) days. It is the nurse's responsibility to inform her/his Nurse Director of her/his choice thirty (30) days prior to the holiday.

9.03 Holidays Off

Holidays will be rotated as equitably as possible according to the operating needs of the Hospital.

9.04 Holiday Pay

In order to be eligible for holiday pay, a nurse must work her/his scheduled day before and after the holiday, unless it is determined that she/he is absent for good cause.

9.05 Holiday During Vacation

If any holiday falls during a nurse's vacation, one (1) day may be added to her/his vacation time.

9.06 Holiday Use on a Weekend

Floating holiday and Holiday Time may be taken on a weekend, provided the nurse obtains her/his own relief with the prior approval of the Nurse Director/Nursing supervisor (except as provided in Art. VI, 6.06, D). Such relief will not result in overtime payment. A nurse will not be required to rotate to another shift on the above mentioned holidays.

9.07 Holiday Definition

All holidays will begin at 11:00 p.m. on the eve of the holiday and end twenty-four (24) hours thereafter, except that, Christmas Day and New Year's Day will begin on December 24 at 3:00 p.m. and December 31 at 3:00 p.m. and end December 25 at 11:00 p.m. and January 1 at 11:00 p.m., respectively.

The Hospital will endeavor, subject to its operating needs, to give Christmas Day off to a nurse who has worked Thanksgiving Day and New Year's Day and to give Thanksgiving Day and New Year's Day off to a nurse who has worked Christmas Day.

9.08 Holiday Differential

A nurse who works on Memorial Day, Fourth of July, Thanksgiving, Christmas Day, New Year's Day, Labor Day, President's Day, and Columbus Day shall be paid at the rate of time and one-half (1 1/2).

9.09 Floating Holiday

The Floating Holiday must be scheduled in advance and at the convenience of the unit.

9.10 Part-Time Nurses

For part-time nurses, the Part-Time Nurse Benefit Entitlement policy shall control, except that nurses scheduled to work on a holiday will receive eight (8) hours pay for their compensatory day off. This provision does not apply to the nurse's birthday.

ARTICLE X

VACATION

10.01 Vacation Policy

Vacation accrual for full-time employees shall be as follows:

For CRNA, the "1-9" category shall be twenty (20) days.

Years completed by Anniversary Date	Entitlement
1 - 9	15 days
10 - 19	20 days
20 - over	25 days

The employee will accumulate vacation credits on an hourly basis upon the completion of each week. Employees will be allowed to accrue vacation hours up to eighteen (18) months, at which time, they must use a portion of that total or risk losing any amount over the eighteen (18) month total.

Earned Vacation Credits Per Week Per Benefit Status

3 weeks or 15 days	4 weeks or 20 days	5 weeks or 25 days
40% 0.924 hrs/wk	40% 1.231 hrs/wk	40% 1.539 hrs/wk
60% 1.385 hrs/wk	60% 1.847 hrs/wk	60% 2.308 hrs/wk
80% 1.847 hrs/wk	80% 2.462 hrs/wk	80% 3.077 hrs/wk
100% 2.308 hrs/wk	100% 3.077 hrs/wk	100% 3.847 hrs/wk

12 Hour Shifts

3 weeks or 15 days	4 weeks or 20 days	5 weeks or 25 days
60% 1.385 hrs/wk	60% 1.847 hrs/wk	60% 2.308 hrs/wk
100% 2.308 hrs/wk	100% 3.077 hrs/wk	100% 3.847 hrs/wk

RE: 12 hour shifts personnel:

- a) 2 - 12 hour shifts = 60%
- b) 3 - 12 hour shifts = 100%

Examples

An individual with 4 wk/year vacation accrual status earns 12 regular hours a month (plus 1.33 hours/month nonproductive).

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Scenario #1

If she/he takes one vacation day in a week, 12 hours are deducted from the balance of regular vacation hours:

Monday	Friday	Saturday	Person receives 24 hours of regular pay, 12 hours of vacation pay, and 4 hours of nonproductive (as well as any applicable differentials)
12 hrs. + 12 hrs. + 12 hrs. =	Worked	Worked	
Vac.	Worked	Worked	

(1/3 of 4 hours NP or 1.33 hrs. relates to the 12 hrs. vac.)

Scenario #2

If she/he takes two vacation days in a week, 24 hours are deducted from the balance of regular vacation hours:

Monday	Friday	Saturday	Person receives 12 hours of regular pay, 24 hours of vacation pay, and 4 hours of nonproductive (as well as any applicable differentials)
12 hrs. + 12 hrs. + 12 hrs. =	Vac.	Vac.	
Vac.	Vac.	Worked	

(2/3 of 4 hrs. NP or 2.67 hrs. relates to the 24 hrs. vac.)

Scenario #3

If she/he takes three vacation days in a week, 36 hours are deducted from the balance of regular vacation hours:

Monday	Friday	Saturday	Person receives 36 hours of vacation pay and 4 hours of nonproductive (as well as any applicable differentials)
12 hrs. + 12 hrs. + 12 hrs. =	Vac.	Vac.	
Vac.	Vac.	Vac.	

(3/3 of 4 hrs. NP or 4 hrs. relates to the 36 hrs. vac.)

10.02 Vacation Scheduling

(A) A nurse must complete six (6) months of continuous employment before being eligible to use accrued vacation time. Subject to the operating needs of the Hospital, and the procedures set forth below, vacation may be taken at any time during the year, and in increments of less than one week, if so desired. It shall be the responsibility of the Nurse Director to arrange coverage.

Requests for vacation time shall be submitted per the following time schedule:

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- (B) Requests for June through August shall be submitted by March 15th.

The Nurse Director shall respond to these requests within thirty (30) days after the above receipt dates.

Seniority shall be the determining factor in resolving conflicts among nurses who make such requests. If a conflict occurs between two or more nurses, the nurse who did not receive the vacation time may register the conflict with the Nurse Director. In writing, within fifteen (15) days after the vacation request was denied. If a conflict in vacation requests should then occur in the succeeding year for the same time period among the same nurses who registered the conflict, the most senior nurse registering the conflict will be granted the vacation time.

- (C) Requests for the rest of the year shall be on a "first come, first served basis if the request is submitted not more than one year in advance."

(D) Once vacation is scheduled, it shall be deemed to have been taken, for purposes of resolving conflicts, not withstanding any occurrences to the contrary.

(E) Vacations will always be scheduled according to the operating needs of the Hospital.

- (F) Vacation days will be taken on a weekend provided that the nurse obtains her/his own relief with the prior approval of the Nurse Director (except as provided in Article VI, 6.06, D). Such relief will not result in overtime payments.

10.03 Pro-Rata Vacation Policy

1. Part-time nurses according to fringe benefit category as per 10.01.
2. A nurse on an unpaid leave of absence does not continue to accrue vacation time.

10.04 Vacation Pay Advance

A nurse may be paid in advance for the week(s) to be used as vacation, if she/he notifies in writing her/his Nurse Director on Sunday in advance of the date her/his vacation starts. This payment will then be made on the regular payday just prior to scheduled vacation.

10.05 Maximum Vacation Accruals

The maximum amount of vacation that can be accrued is noted in the following maximum accrual chart:

	<u>Maximum Accruals</u>			
	<u>3 weeks or 15 days</u>	<u>4 weeks or 20 days</u>	<u>5 weeks or 25 days</u>	
40% Benefits	96 hours	128 hours	160 hours	
60% Benefits	144 hours	192 hours	240 hours	
80% Benefits	192 hours	256 hours	320 hours	
100% Benefits	240 hours	320 hours	400 hours	

The above amounts will be maximum accruals through September, 1992.

Following September 30, 1992 the following will be maximum accruals amounts:

40% Benefits	72 hours	96 hours	120 hours
60% Benefits	108 hours	144 hours	180 hours
80% Benefits	144 hours	192 hours	240 hours
100% Benefits	180 hours	240 hours	300 hours

12 Hour Shifts

	<u>3 weeks or 15 days</u>	<u>4 weeks or 20 days</u>	<u>5 weeks or 25 days</u>
60% Benefits	144 hours	192 hours	240 hours
100% Benefits	216 hours	288 hours	360 hours

The above amounts will be maximum accruals through September, 1992. Following September 30, 1992 the following will be maximum accruals amounts:

	<u>3 weeks or 15 days</u>	<u>4 weeks or 20 days</u>	<u>5 weeks or 25 days</u>
60% Benefits	108 hours	144 hours	180 hours
100% Benefits	180 hours	240 hours	300 hours

10.06 Hospitalization

Hospitalization or confining disability with a physician's certificate suffered during a nurse's scheduled vacation will be considered as sick time. Vacation will resume at a mutually agreeable time.

10.07 Worked Vacation Periods

Employees with the approval of her/his Nurse Director or Case Management Coordinator may work up to one week of their vacation time in full day increments per calendar year. In such circumstances the employee shall receive the vacation time at her/his regular rate of pay in addition to any other pay received by the employee during that time period. This time shall only be granted where the employee has requested to work and the Nurse Director or Case Management Coordinator would have filled the position with other bargaining unit personnel.

ARTICLE XISICK LEAVE11.01 Sick Leave

Sick leave is available only to cover nurses when ill. Claiming sick leave when no illness exists will be considered subject to disciplinary action. A nurse who reports ill for a period of one (1) week or more will bring a statement from her/his physician certifying the illness over the period of absence. In addition, the Nurse Director may require certification of illness from nurses whose sick leave pattern suggests abuse of sick leave (for example, out sick before a holiday or weekend, etc.). When Proof of Illness is requested and the nurse is unable to provide it, the nurse will be marked for an absent, unpaid day.

11.02 Amount of Sick Leave

A. The sick leave year will be computed from January 1st through December 31st.

B. Sick leave shall be accrued but not paid during the probationary employment period.

C. Sick leave benefit is eight (8) hours per month to be earned on a monthly basis.

11.03 Sick Leave Accrual

Nurses are entitled to unlimited accrual of sick leave.

11.04 Personal Reason Days

A nurse may use three (3) days of accrued sick leave per year for personal reasons. Personal reason days must be taken within the calendar year; otherwise they shall remain as accrued sick leave days. When taken as a personal reason day, such time shall be scheduled in advance according to the operating needs of the hospital, except in emergency situations where personal reason days may be granted at the discretion of the Nurse Director/Clinical Coordinator or Case Management Coordinator.

Nurses with three years' Hospital-wide seniority by December 31 may use one additional day of accrued sick leave per year for personal reasons in the following year. Nurses with five years' Hospital-wide seniority by December 31 may use one additional day of accrued sick leave per year for personal reasons in the following year.

11.05 Sickness on Duty

Any nurse who reports for work and must leave due to illness, may be paid for time actually worked. The remainder of the day will be charged to sick leave if the nurse has any accumulated.

11.06 Accrued Sick Time Reimbursement

A. Any nurse who terminates or retires after ten (10) years of consecutive service will be reimbursed fifty percent (50%) of her/his accrued sick time over 400 hours. Any nurse who terminates or retires after twenty (20) years of consecutive service will be reimbursed seventy-five percent (75%) of her/his accrued sick time over 400 hours.

B. Any nurse may also opt to use the following Annual Attendance-Based Plan in addition to paragraph A above:

Employees with less than 4 sick absences in a calendar year and who have at least 42 days (336 hours) pro-rata for part-time staff may, in January of the following year, request a cash payment (based on benefit status and hourly rate in effect for the final pay period of December) according to the following charts:

Full-Time Employees

Maximum Cash Payment		# Hours Subtracted From Sick Leave Accrual	
# Sick Absences/Year	Days	Hours	
0	4	32	64
1	3	24	48
2	2	16	32
3	1	8	16

Part-Time Employees

# Sick Absences/ Year	Payment Days	Maximum Cash Hours*	Subtract Hours**	Required Hours of Accrual Benefit Status	Hours
0	4	"	"	80%	= 269
1	3	"	"	60%	= 202
2	2	"	"	40%	= 134
3	1	"	"	0-15 hours	= 64

Employees in both categories may request less than their maximum but for full-time employees the amount must be in 8-hour increments, and for part-time employees in increments equal to their normally scheduled hours.

The buy-back at time of employee termination is automatically paid; employees eligible for the attendance-based buy-back, must obtain a Sick Leave Buy-Back Request Form from their department head and complete and return it to the department head by January 15th of the request year. Requests submitted beyond that date cannot be honored.

11.07 Part-Time Nurses Pro-Rata Sick Leave

For part-time nurses, sick leave will be credited as follows, with the percentages based on the twelve (12) days per year for full-time nurses:

Benefit Category	Sick Leave Earned
80%	10 Days per Year
60%	7 Days per Year
40%	5 Days per Year

*Hours - Based on hours regularly worked.

**The number of hours subtracted from sick leave accrual equals two times hours paid.

It should be noted that these days are earned on the basis of one (1) per month, within the calendar year, the same as the system used for full-time employees.

11.08 Part-Time Nurses Working 4-15 Hours

Part-time nurses regularly scheduled to work 4-15 hours per week shall accrue three (3) personal reason/sick days per year at the rate of two (2) hours per month for a total of three (3) days per year. When taken as a personal reason day, such time shall be scheduled in advance according to the operating needs of the hospital. Such personal reason days must be taken within the calendar year, otherwise they shall remain as accrued sick leave days.

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11.09 Donation of Sick Leave Credits

A. Employees with accumulated sick leave credits of over 200 hours will be allowed to donate up to 80 hours of their accrual to a fellow employee who presents a compelling personal need for the donated sick time as mutually determined by the Department Head, the Divisional Vice President and Director of Human Resources. The Hospital shall not release the name(s) of employees who donate said hours.

B. The donated sick leave credits will be deducted from the donor's accrual on an hour for hour basis and will be paid to the recipient at the lower rate of the donor/recipient pay scale. No recipient shall be eligible to receive more than three (3) months of donated sick time in total.

C. Recipient of donated sick time will no longer receive benefits if they terminate their position or are employed elsewhere. Balance of sick time will be distributed on a pro rated basis to all donors.

ARTICLE XIIINSURANCE/HEALTH BENEFITS12.01 Health Insurance

The Hospital offers membership in either the Blue Cross/Blue Shield of Massachusetts or in a health maintenance organization. The Hospital will pay seventy-five percent (75%) of the premium for both Family and Individual Membership for nurses who work thirty-two (32) or more hours per week, and a proportionately smaller amount for nurses in the forty percent (40%) and sixty percent (60%) fringe benefit categories. Deductions from paychecks are made on a weekly basis and are started one month in advance of the effective date of the coverage which is the first day of the following month. This is the case for both new subscribers and for persons who already hold membership in Blue Cross/Blue Shield of Massachusetts from another group or on a non-group basis. For nurses who change their work schedule so that a change in fringe benefits status is required, the increase or decrease in premium paid will be made on the first of the month following the effective date of the change in hours.

The Hospital may substitute another health insurance plan in place of Blue Cross/Blue Shield of Massachusetts provided the benefits shall be equivalent or better.

12.02 Dental Insurance

The Hospital will continue to provide a dental plan with the hospital paying sixty-four percent (64%) of the premium for individual coverage and forty-five percent (45%) of the Family coverage. Pro-rata payments shall apply

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to nurses working less than thirty-two (32) hours per week. If any improvements in the Dental Plan are offered to the non-union employees, the same improvements will be offered to all employees represented by the MNA to be accepted or rejected at the MNA's option.

12.03 Life and Accidental Death/Dismemberment Insurance

The Hospital will provide Life and Accidental Death and Dismemberment Insurance in the amount of one times the nurses yearly base salary rate for nurses in the bargaining unit provided they meet the eligibility requirements set forth in the Hospital Personnel Policies and in accordance with the Age Discrimination and Employment Act. Nurses in the sixty percent (60%) benefit entitlement category will receive Twelve Thousand Dollars (\$12,000) in life insurance benefits. Nurses who terminate employment may opt to continue this policy except that nurses aged sixty-five (65) shall have the insurance reduced in accordance with the Age Discrimination and Employment Act.

12.04 Liability Insurance

The Hospital will continue to insure each nurse under its liability policy.

12.05 Worker's Compensation

The Hospital will continue to insure each nurse under the Massachusetts Worker's Compensation Act.

12.06 Pension Plan

All nurses eligible under the Employee Retirement Income Security Act of 1974 shall have the option of participating in the Hospital retirement plan. NARH will contribute 2% to the NARH retirement income plan. The nurse will contribute 1.25% to this plan. In addition, the Hospital will contribute 2% to the NARH discretionary contribution plan. These contributions are made on a yearly basis as stipulated by the plan document. Participation in this plan is on a voluntary basis.

12.07 Pre-Employment Physicals

Newly-employed nurses must pass a physical examination prior to employment by the Employee Health Service and shall include lab work and drug screen.

12.08 Annual X-Ray/Lab Tests

Annual Chest X-Ray, CBC, Chem profile and urinalysis will be provided for nurses who so desire. TB Skin Tests are required by the Hospital. The

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tests and the reading of the results of the tests will be performed during the nurses regular shift.

12.09 Pharmacy Discount

Subject to the applicable Rules and Regulations established by the Commonwealth of Massachusetts the Hospital will continue its present Hospital Pharmacy discount policy.

12.10 Disability Insurance

The Hospital will provide a payroll deduction Disability Insurance Plan at full cost to the nurse.

12.11 Insurance Pre-Tax Plan

The Hospital will continue to offer a pretax plan for employees carried under the Hospital's health, dental and life insurance plans pursuant to section 125 of the Internal Revenue Code.

ARTICLE XIII

PAID LEAVES OF ABSENCE

13.01 Bereavement Leave

In the event of death of father, mother, brother, sister, (step and foster relations included) paid absence will be granted for a period of up to three (3) days. In the event of death of a spouse or child, paid absence will be granted for a period of up to five (5) days. In the event of death of a parent-in-law, grandchild or a grandparent, paid absence will be granted for a period of up to two (2) days. In the event of death of other "in-law" relationships, paid absence will be granted for up to one (1) day.

All paid absences are to be taken within seven (7) days of the death, except in the case of extenuating circumstances. In such a case, permission to take the bereavement day(s) beyond the seven (7) day period will not be unreasonably withheld.

13.02 Jury Duty

Any nurse called for jury duty will receive the difference between her/his regular earnings and her/his payments for jury service for regularly scheduled work periods. The nurse must make arrangements with the Nurse Director in advance of such absence. On return from serving on jury duty, a jury duty statement must be furnished indicating fees paid by the Court.

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13.03 Military Leave, Reserve

Any full-time nurse or part-time nurse with one (1) or more years of continuous service with this Hospital who is a member of a military reserve organization of the Armed Services of the United States as a registered nurse and is required to report for training shall be eligible for compensated military leave. This Hospital will compensate a nurse on military leave by making up the difference between the amount she/he would have received as pay for her/his regularly scheduled work week up to forty (40) hours and that pay which she/he received from the Government. (A statement indicating wages received for military duty signed by the employee's commanding officer or finance officer shall be presented to Human Resources). However, the Hospital shall not be obligated to compensate an employee beyond a fifteen (15) day training period.

The Hospital shall be notified as soon as possible after the employee is notified of a planned Military Leave of Absence. The Hospital has the right to verify that the employee has received military orders. After the annual fifteen (15) calendar day training period has been ended, the employee may continue training in an unpaid employment status or by using accrued benefit time at the employee's choice.

13.04 Court Appearance

Any nurse who is required or requested by the Hospital to appear in court on its behalf shall be considered to be on working time during such appearance.

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

14.01 Leaves of Absence

A leave of absence shall be any predetermined, authorized absence without pay, which is allowed at the request of the eligible nurse through the Nurse Director, and subject to those regulations as specified in this Agreement for the particular type of leave involved.

Nurses may request a temporary reduction in hours of work, including hours within a shift, and still retain their position, for 30 day increments up to a maximum of 90 days, when returning from a leave of absence for child birth, adoption, education, personal or family illness.

The request for a temporary reduction in hours shall be submitted to the Nurse Director or Case Management Coordinator on a proper form at least one

(1) month in advance of the requested 30 day time period, unless such notice is beyond the control of the employee.

Extensions for a temporary reduction in hours must be submitted in writing to the Nurse Director or Case Management Coordinator at least two weeks (2) in advance and approved at least one (1) week in advance of the expiration of the previous leave.

The granting of these requests shall be subject to operational considerations. Employee benefit status will not be affected as a result of the granting of the request.

14.02 Extensions

Extensions to a leave must be submitted in writing to the Nurse Director at least two (2) weeks in advance and approved at least one (1) week in advance of the expiration of the previous leave.

14.03 Eligible

A nurse shall not be eligible for a leave of absence in an amount greater than indicated in this Agreement without the written approval of the Vice President Patient Care Services/Operations Services, but in no case will leave of absence exceed one (1) year.

14.04 Requests for Leave

Request for leave of absence shall be submitted to the Nurse Director on the proper form at least one (1) month in advance, unless such notice is beyond the control of the nurse.

14.05 Unable to Return

If the nurse is unable to return to work after the expiration of all eligible leave, she/he will be terminated and may reapply for employment if she/he later wishes to return.

14.06 Return from Leave Notification

Before returning to work from a leave of absence, the Nurse Director must be given as much notice as possible, but not less than two (2) weeks, in order to enable her/him to restate the nurse.

14.07 Maternity/Paternity Leave

A nurse shall be eligible for maternity/paternity leave of absence under the following conditions:

A. Up to 120 calendar days, from the date of delivery, or from date of adoption. A nurse may opt to use accumulative sick leave of 5, 4, 3, or 2 days a week, provided she is physically unable to work, due to pregnancy, childbirth, or post-partum conditions, as verified by her attending physician, certified nurse midwife, or nurse practitioner.

A nurse may opt to use accumulative vacation time prior to or after the leave of absence. The Hospital will pay its usual percentage of medical insurance for a minimum of six (6) weeks (12 weeks if the nurse is eligible for coverage under the Family and Medical Leave Act of 1993).

B. Whenever a nurse becomes pregnant, regardless of length of service or number of hours worked, she shall request and have completed the Maternity Questionnaire within a reasonable period of time but not less than four (4) months previous to the expected date of normal confinement. It shall be the requesting nurse's responsibility to see that the Maternity Questionnaire is completed by her physician and returned to the Nursing Office.

C. Extensions will be granted up to a year in three (3) month blocks. Returns from said leave will be subject to the provisions of Section 14.16.

D. A nurse may return to work prior to the expiration of the leave subject to a two-week notice and the operating needs of the Hospital.

14.08 Personal Illness

Any full-time nurse or part-time nurse shall be eligible for a leave of absence without pay for a period of ninety (90) days beyond any accumulation under the Paid Leave Clause for personal illness or accident. The term "Illness" shall mean medical inability to work for cause not covered under the Worker's Compensation Act whether due to accident or otherwise. Extensions may be granted in three (3) month blocks / but in no case may the leave exceed one (1) year. Nurses may return prior to the expiration date of the leave, with a minimum two (2) weeks notice to the Nurse Director, or designee.

14.09 Industrial Accident Leave

A nurse who is absent because of industrial accident, which occurred at this Hospital, will be eligible for a leave of absence for a period of ninety (90) days or until approved for return to work by the attending, and the insurance carrier's, physician.

A nurse who is absent because of industrial accident, which occurred at this Hospital, may supplement Worker's Compensation benefits in combination with accrued sick leave up to a total of eighty percent (80%) of normal week's salary.

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14.10 Personal Leave

Any full-time nurse or part-time nurse of one (1) or more years of continuous service may be eligible for a leave of absence without pay for personal reasons. Such leave may not exceed thirty (30) calendar days but may be extended for an additional period (not to exceed thirty (30) calendar days) at the nurse's written request.

A. Leave will not be granted in order to allow a nurse to accept other employment.

B. Said leave is in the discretion of the Nurse Director.

14.11 Critical Illness or Death in the Immediate Family

Any full-time nurse or part-time nurse of three (3) or more months of continuous service with this Hospital shall be eligible for leave without pay in a case of critical illness or death in the immediate family. The immediate family shall include spouse or children or parent living in the same household. Said leave may not exceed sixty (60) calendar days, subject to Section 14.02 of this Article. Employees with five (5) years' seniority may receive ninety (90) days' leave.

14.12 Educational Leave

A full-time nurse of one (1) or more years of continuous service with this Hospital may be eligible for leave without pay for the purpose of furthering professional growth and development which will be of value to the Hospital on the return of the nurse. Said leave may be granted up to twelve (12) months on written application. Said leave is in the discretion of the Vice President Patient Care Services/Operations.

14.13 Military Service

A nurse who has been inducted, enlisted or recalled to active service for an extended period of time shall be reinstated as on original date of hire upon return if she/he complies with Federal Law pertaining to veterans.

14.14 Less Than Thirty Days Leave

If a nurse is required to be absent from the Hospital for a period of less than thirty (30) days, she/he may be given a leave without pay, at the discretion of the Nurse Director. To qualify for such leave, the absence must be definitely anticipated to be less than thirty (30) days; if it is known in advance that the absence will be longer than this, the nurse is required to request regular leave of absence. A leave without pay does not affect earning or

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using fringe benefits. All vacation time must be used prior to the commencement of this leave.

14.15 Leave of Absence - Accrued Benefits

No benefits are earned while on leave of absence, except that the Hospital will continue to pay its portion of the medical insurance premium for employees on leave of absence for illness for a period of thirty (30) days, and six (6) weeks for employees on leave of absence for maternity/paternity.

Any nurse who returns from a paid or unpaid L.O.A. within the contractual time limits of the MNA/NARH contract will continue to accrue seniority (both hospital wide and bargaining unit) during said L.O.A.

14.16 Return from Leaves

A nurse returning within one hundred twenty (120) days from a maternity/paternity leave of absence or ninety (90) days from a leave of absence due to illness, critical illness, or death in the immediate family will be reinstated to her/his former position, which includes shifts, hours, classification and unit. A nurse returning within one (1) year from any other leave of absence will be granted a similar position, if available, and the first opportunity to return to her/his former position.

ARTICLE XV

EMPLOYMENT STATUS

15.01 Vacancies

Vacancies in all units will be posted for a period of seven (7) days. Applications must be made in writing to the Employment Specialist within the seven (7) day period. All lateral transfers will be filled on the basis of qualifications, as determined by the Nurse Director. Where qualifications are relatively equal, seniority will prevail. All applicants shall be notified within seven (7) days after the position posting has ended, and within thirty(30) days the nurse shall assume her/his new position.

All newly-hired nurses will be required to stay in the position of hire for one year, unless waived by mutual agreement of the Hospital and the nurse involved.

The nurse may opt, after completing a year of service to transfer laterally. This can occur once in each twelve (12) month period, unless waived by mutual agreement of the Hospital and the nurse involved.

15.02 Promotions

When a promotional vacancy in the bargaining unit occurs, it shall be filled by the most qualified applicant as determined by the Nurse Director. If there are applicants of relatively equal ability as determined by the Nurse Director, then seniority shall be the determining factor in the selection. If there are no qualified applicants within the bargaining unit as determined by the Nurse Director, then the Hospital may recruit from outside the bargaining unit. If the promotional position remains vacant for a period of thirty (30) days from the date of the posting, it will be reposted in accordance with this clause.

Promotional vacancies will be posted on a bulletin board for a period of seven (7) days. Applications must be made to the Director of Human Resources, in writing, within the seven (7) day period. All applicants shall be notified within seven (7) days after the position posting has ended and within thirty (30) days the nurse shall assume her/his new position. There shall be a promotional probationary period of sixty (60) days during which time the Hospital may return the nurse to her/his former position at the discretion of the Nurse Director. Further, the nurse may, during the probationary period, elect to return to her/his former position.

15.03 Job Postings

A copy of all R.N. job postings will be sent to the Chairperson of the bargaining unit. Included on the copy to the Chairperson shall be the name of the R.N. who vacated the position or an indication that it is a new position. All postings of vacancies will remain on the MNA bulletin board until filled. The Hospital agrees to provide a glass covered locked bulletin board for the posting of job vacancies.

15.04 Orientation

Every newly employed nurse will participate in an orientation program of a minimum of 120 hours, unless the background and experience of the nurse indicates that 120 hours are not necessary. Part-time nurses will be required to participate to satisfy the 120 hours. New orientees will not take charge during the 120 hours minimum orientation period unless the Nurse Director and the employee feel s/he is prepared for charge experience. Nurses permanently assigned to new areas, new duty changes or shift changes will receive a reasonable amount of orientation.

The Hospital will attempt to bring the initial orientation as close to the actual rotation as possible for those nurses rotating to the night shift.

An employee assigned as a preceptor to a new employee or a newly transferred employee shall be paid a preceptor differential of \$1.00 per hour for each hour precepting on the unit, not to exceed the first six weeks of the new employee's introduction to the unit.

15.05 Performance Evaluation

Each nurse will receive a copy of her/his evaluation which shall be completed by the Nurse Director(s) of the assigned area(s) for the duration of the current evaluation.

15.06 Personnel Files

Nurses may review the contents of their Personnel file upon making an appointment with the Human Resources staff.

Any oral or written reprimand, negative letter, or other adverse material given to a nurse which is followed by eighteen (18) months during which time no other reprimand, negative letter, adverse material and/or other disciplinary action is taken against that employee shall be considered invalid, except those relating to patient abuse or major rule infractions. Such materials will not be placed in the nurse's personnel file unless the nurse has had an opportunity to review the material.

The nurse will acknowledge that she/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The nurse will also have the right to submit a written answer to such material and her/his answer shall be reviewed by the Vice President Patient Care Services/Operations and attached to the file copy.

When a complaint, negative letter, or other adverse material is received by the Hospital about one of its nurses, the material will not be placed in the nurse's personnel file until an investigation has been conducted and unless some or all of the allegations appear to be warranted. The conclusion of the investigation will be placed in the nurse's file with the negative material. If the Hospital determines that the allegations are not warranted, the materials will not be placed in the nurse's personnel file.

15.07 Non-Discrimination

Neither the Hospital nor the Association will discriminate against any nurse because of race, color, age, creed, sex, national origin, marital status, or handicap.

15.08 Discipline

A nurse will be disciplined, discharged, or demoted only for just cause provided that a nurse may be terminated during her/his probationary period without recourse by the nurse or the Association.

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15.09 Notice of Resignation

When a nurse intends to resign she/he shall give the appropriate Nurse Director three weeks advance, written notice, with a copy to the Vice President of Human Resources.

ARTICLE XVISENIORITY16.01 Seniority

A. Bargaining Unit Seniority means length of time a nurse has been continuously employed with the Hospital from the last date of hire (which shall mean the first day of work corresponding to said hire date) as a registered nurse, except for those per diem nurses included in the bargaining unit whose seniority shall be based upon hours worked. (See Appendix 1). Bargaining Unit Seniority shall be used in determining wage increments, lay-off preference, vacancies and promotions in the bargaining unit in accordance with the provisions of the Agreement which deal specifically with these matters.

B. A nurse will acquire Bargaining Unit Seniority after completion of the ninety (90) day probationary period, which seniority will be computed from the nurse's date of hire (which shall mean the first day of work corresponding to said hire date) as a registered nurse, except as noted in Section 16.03.

C. Effective 10-1-76, prospectively, a nurse with three (3) years of continuous service who terminates and is re-employed within eighteen (18) months shall receive one-half (1/2) of her/his former bargaining unit seniority after three (3) additional years of continuous service.

D. (1) An RN currently in a non-bargaining unit RN position can only bid on bargaining unit positions which are vacant for reasons other than reduction in force.

(2) Once said RN has successfully bid on such a position her/his bargaining unit seniority shall be computed, based upon continuous service from most recent date of hire, using the following formulas:

- a. All service while employed as an RN up to October 1, 1976, shall count as Bargaining Unit Seniority, and
- b. After October 1, 1976, only service in an RN bargaining unit position shall count as Bargaining Unit Seniority.

E. In the case of an RN who has worked in the Hospital as an LPN, seniority shall be calculated as union seniority from last date of hire as an RN

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plus one (1) month for each year of LPN seniority only when said RN has worked as an RN for five (5) years or more. This seniority should only be used in case of Reduction in Force or in applying for posted positions.

F. For nurses hired on the same date, seniority ranking among those nurses shall be determined by calculating the number of hours worked from date of hire to the date the MNA is notified of any layoff. After the execution of this agreement, the Hospital and MNA agree to have designated individuals review the available hourly records of all employees hired on the same date to determine their seniority ranking and the total hours worked through December 31, 1996.

16.02 Hospital-Wide Seniority

Hospital-Wide Seniority means length of time a nurse has been continuously employed with the Hospital from the last date of hire in any position with the Hospital. Hospital-Wide Seniority shall be used in determining fringe benefit entitlement and vacation scheduling.

16.03 Loss of Seniority

Seniority will be lost by:

- A. Resignation.
- B. Discharge for just cause.
- C. Accepting employment while on leave of absence without permission of the Hospital.
- D. Failure to return from approved leave.
- E. Failure to return to work when recalled from lay-off when the position offered is the same classification, unit, (as specified in Section 17.05), shift, and hours as the position the nurse held prior to lay-off within:
 1. One (1) week for a lay-off not exceeding six (6) months; and
 2. Two (2) weeks for a lay-off not exceeding eighteen (18) months.
 Said notice shall be sent by certified mail to the nurse's last-known address as indicated by the Hospital Personnel records.
- F. Failure to be recalled from lay-off for a period equal to the seniority accumulation, but no greater than eighteen (18) months.
- G. Failure to report to work for three (3) consecutive days without notice to the Nurse Director.

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ARTICLE XVII

REDUCTION IN FORCE

17.01 Reduction in Force

A. 1. If a reduction in force becomes necessary the Hospital shall notify in writing the Bargaining Unit Chairperson, or designee, and the MNA main place of business. The written notice will either be hand delivered or mailed return receipt requested no less than fourteen (14) calendar days prior to the scheduled reduction in force. The parties shall then confer in an attempt to find a reasonable solution.

2. Said fourteen (14) calendar days' notice period shall only be waived if an emergency situation results in a lack of work so suddenly that providing the above notice would not be possible.

3. All RNs who are scheduled to be laid off shall be notified at least fourteen (14) calendar days prior to the implementation of the reduction in force except in the emergency situation noted above. This notice is to be either hand delivered or mailed return receipt requested.

4. Unless otherwise agreed during the conference referred to in Section A 1 above, the reduction in force shall be made in accordance with the following sections:

B. The notice referred to in Section A3 above will contain the classification, unit, shift, and area to be affected, and the total number of hours to be reduced in that unit/area. (Henceforth to be referred to as the RIF location).

C. For purposes of lay-off, the Hospital's units are: (The specific floors would be defined, e.g., 3rd General.)

- | | | |
|------------------------------|--------------------------|----------------------------|
| a. Medical/Surgical & Floats | g. Case Managers | m. Nurse Practitioners |
| b. Operating Room | h. Anesthesia | n. Special Procedure Nurse |
| c. PACU | i. Short Stay Unit | |
| d. Critical Care | j. Specialty Float Nurse | |
| e. Maternity | k. Endoscopy | |
| f. Emergency Department | l. Greylock Pavilion | |

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D. During RIF, present board members cannot be bumped from their present positions but cannot bump into a position of higher seniority.

17.02 Procedure

A. The Hospital will prepare a seniority list of all nurses in the RIF location. Starting with the least senior RN (Probationary RN, if any), the Hospital shall eliminate RN positions until the required number of hours has been reduced.

This procedure may result in the partial elimination of a position. (For example, forty (40) hours need to be reduced in the Staff RN position in Med/Surg., Day Shift. The least senior employee working in that classification, unit, shift, and area works thirty-two (32) hours. She/he would be laid off. The next least senior that meets the above criteria works forty (40) hours. She/he would have her/his hours reduced from forty (40) to thirty-two (32) hours).

B. If the reduction in force results in the partial elimination of the position of the last nurse affected, and that nurse opts not to accept the reduced hours, the position will be offered in order of seniority to nurses targeted for lay-off or displaced through the exercise of bumping rights. If the position is not filled in this manner, the usual vacancy procedures in Article XV shall apply.

C. The nurse(s) laid off, or whose position is partially eliminated, may exercise the following options:

1. Accept the lay-off without penalty unless a position is available, through posting or displacement, where the only difference from the nurse's prior position is in the Med/Surg. area worked.
2. Retain her/his prior position at reduced hours, if applicable.
3. Exercise bumping rights as provided in Article 17.03 below.
4. Preference will be given to RIF nurses for vacancies that have not been filled at the time written notification is given to the MNA of a RIF and any posting occurring during the notice period prior to the RIF. If a vacancy is filled, whether by an internal or external candidate, just prior to written notification of a RIF to MNA, then RIFed nurses will not be given preference for these positions as long as the MNA chairperson had been notified by dated e-mail and a hard copy of the individual who was selected for the position prior to the date of written notification to the MNA of the RIF.

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17.03 Displacement Procedures

The Hospital shall then draw up a Master List of all bargaining unit RNs, all three (3) shifts combined. Then each RN whose position has been eliminated, as per subsection 17.02 herein, shall have her/his name circled on said Master List.

Starting with the most senior RN circled, each RN shall have the opportunity to select one of the following options:

- (1) The nurse shall be laid off.
- (2) The nurse may displace any RN on the Master List with less seniority provided she/he accepts the shift and hours of said less senior RN using the following formula:

<u>Laid Off From</u>	<u>May Bump Into</u>
A. Any Unit, except Anesthesia	The Nurses own unit, Med/Surg., Greylock Case Management, Float and SSU
B. Med/Surg., Floats, ASU, ASU, Greylock and Case Management	Med/Surg., Floats, ASU, Greylock and Case Management
C. Nurse Practitioner	The Nurse Practitioner's own unit (including the unit the nurse practitioner is assigned to e.g. emergency department), Med/Surg. Greylock, Case Management, float, ASU

RNs cannot bump into or out of Anesthesia or into Nurse Practitioner. In the event of a reduction in force, the Clinical Team Leader positions for purposes of lay off and bumping will be treated as a member of the specific departments in which they work. For instance, the Clinical Team Leader on 3rd North will fall under the seniority list for 3rd North, Maternity under Maternity, CCU under CCU, etc. The one department that is not so obvious is Surgical Services. For purposes of clearly defining the process for the Surgical Services Department, the Clinical Team Leader will be a part of the seniority list for the Operating Room if they came out of the Operating Room; the Recovery Room if they came out of the Recovery Room; Ambulatory Surgery if they came out of ASU; Endoscopy if they came out of Endoscopy. If the nurse did not come out of one of these specific units, she/he will be cross-trained for ASU and shall become a member of that seniority list for purposes of layoff and bumping.

In addition, RNs may displace into any unit if they have been previously permanently assigned and not removed from that unit for documented unsatisfactory work performance for at least six (6) months within the past two

(2) years, or has worked as an RN at least twenty percent (20%) of her/his hours worked in the last calendar year in the unit where she/he wishes to displace.

(3) The nurse may select an RN vacancy, vacant for reasons other than RIF.

The exercise of all bumping rights must be exercised within seven (7) calendar days of the initial RIF notice to the affected RNs. An intent to displace or to accept lay-off must be given, in writing, to the Director of Human Resources, or designee, as soon as possible. A nurse selecting one of her/his options must make a decision within four (4) hours and must accept the exact position, including hours, of the nurse displaced.

In the event of any reduction in force, per diem and/or temporary nurses will not be used in the RIF location, unless a nurse on lay-off opts not to return on a relief and/or temporary basis in that location when offered such an opportunity. There is no intent to consistently assign temporary and/or per diem nurses to a position in order to avoid creation of a permanent position.

Despite the above provisions, bumping may not be allowed in a particular area where the number of remaining trained staff would be reduced by more than 50%.

17.04 Benefits

As of the implementation date of lay-off each laid off nurse shall have the following two options regarding her/his accrued vacation and holidays:

- (1) Lump sum payment for all accrued hours.
- (2) Payment as per their pre-layoff position on a weekly basis until all is paid.

No benefits or seniority accrue to a nurse while she/he is on lay-off. A nurse on lay-off is entitled to remain in the medical/insurance group for a period of eighteen (18) months from the date of lay-off, provided, (1) she/he pays the full premium by the date indicated in the Hospital's notice to the employee, and (2) except that the Hospital will pay its share of medical insurance premiums for a period of thirty (30) days from the date of lay-off.

17.05 Recall

Vacancies will be posted in house per Article 15.01 Vacancies. Laid off nurses will be mailed copies of all vacancies and may apply per Article 15.01 Vacancies. No penalty will accrue to a laid off nurse who does not apply

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for/accept a position from a unit other than the unit she/he was laid off from.

17.06 Leaves of Absence

All provisions of Article XVII (RIF) shall apply to nurses on leave of absence in the same fashion as if said nurses were in active service.

ARTICLE XVIII

PROFESSIONAL/EDUCATIONAL BENEFITS

18.01 Tuition Reimbursement

The Hospital will reimburse full-time RNs one-half (1/2) the cost of tuition up to a maximum of \$650 per calendar year, unless the full-time RN is matriculated in a BSN or MSN course in which case the Hospital will reimburse the nurse with 100% of the tuition costs up to a maximum of \$1,200 per calendar year, (part-time RNs to receive a prorated amount), subject to the following provisions:

- A. Provided application for reimbursement was submitted and approved prior to beginning of course.
- B. When a nurse has matriculated in a Bachelor or Master of Science Degree in nursing program, or
- C. For college level courses, with approval of the Vice President Patient Care Services/Operations.
- D. Within sixty (60) days of completion of the course, the nurse will present a transcript of the course grade to the Vice President Patient Care Services/Operations and will be reimbursed at that time. A grade of C or better must be obtained in order to qualify for reimbursement.
- E. The Hospital also agrees to reimburse RNs for the full cost of the certification examination, after passing the examination, provided that the prior approval of the Vice President of Patient Care Services and Operations is obtained and the certification is related to the nurse's regular assignment.
- F. If a certification is required by management, the Hospital will prepay for the initial exam or course prior to the applicant taking course.

18.02 Professional Activities

- A. The Nurse Director may authorize time off without loss of pay and/or reimbursed expenses for nurses attending professional meetings.

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clinical conferences, conventions, advance courses, and other similar activities (to include evening and night nurses).

B. CRNA's shall be entitled to receive up to five (5) days of paid continuing medical education credits for their attendance at courses that are accredited and relevant to their specialty. Said courses shall be approved by the Vice-President of Patient Care Services.

18.03 Continuing Education Programs

The Hospital will provide fifteen (15) contact hour programs, free of charge, each year. Programs shall be made available for evening and night nurses. It shall be the nurse's responsibility to attend.

18.04 In-Service Teaching

The Nurse Director, or her/his designee, may grant compensatory time to any nurse who wishes to present an in-service program to the Hospital where (1) the program is presented by the nurse outside of her/his scheduled hours, and/or (2) where the nurse, with advance approval by the Education Coordinator, prepared the program outside of her/his scheduled hours.

Nurses wishing to present an in-service program for the Hospital are encouraged to contact the Education Coordinator, or her/his designee who will make a determination of the relevance/need of the topic, and qualifications of the nurse to present the in-service.

18.05 Mandatory In-Service Programs

If a nurse is unable to attend a mandatory in-service program on duty time she/he shall be paid her/his applicable hourly rate for time spent at such programs.

18.06 Nursing Committees

Openings in the Nursing Service task forces and committees shall be posted on the MNA Bulletin Board for a period of two (2) weeks.

Staff nurses shall have the opportunity to apply for membership on these task forces and committees by making a written request to the Vice President Patient Care Services/Operations or designee. The nurse(s) selected and the MNA local unit chairperson shall be notified in writing.

18.07 Standards of Nursing Practice

A. NARH shall promulgate and enforce policies, rules, and regulations to ensure that applicable professional standards of nursing

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practice (e.g., E.N.A. Critical Care) are established and carried out so that safe and effective nursing care is provided to patients.

B. The NARH shall ensure that written policies, procedures and protocols are readily available to nursing staff.

C. The NARH shall ensure that organizational policies and procedures, job descriptions and standards of nursing practice conform to M.G.L.c. 112, s 74-81B, Board regulations at 244 CMR 2.00-7.00, and all other federal and state laws and regulations related to the practice of nursing.

D. The hospital will only keep and admit the number of patients that registered nurses can safely care for. The hospital will take measures such as adding nurses, stopping admissions or other measures to ensure that this occurs.

ARTICLE XIX

GRIEVANCE PROCEDURE

19.01 MNA Board

The MNA Board consisting of not more than eight (8) nurses will meet periodically with representatives of the Hospital to discuss matters of mutual interest and concern.

19.02 Grievance Procedure

The Association and the Hospital recognize that day to day problems affecting nurses and the administration of this Agreement will normally be adjusted between a nurse and her/his immediate supervisor, provided that no agreement with an individual nurse shall be contrary to the provisions of this Agreement. A grievance which cannot be resolved in this informal manner shall be processed, adjusted and settled in accordance with the grievance and arbitration procedure prescribed in this Article. A grievance shall be defined as a complaint or dispute between the Hospital and the Association pertaining to the interpretation of, application of, or compliance with, the provisions of this Agreement.

STEP 1

At step 1, written grievances shall state a brief description of the issue giving rise to the grievance. An aggrieved nurse(s) will present the grievance to the Vice President Patient Care Services/Operations, or designee, within thirty (30) days after the occurrence or the knowledge of the cause of the grievance, whichever is earlier. The grievance will be written and will be presented, through or by a representative of the Nurses' Committee. A Step 1 meeting will

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be held within seven (7) work days from submission of the grievance with a Step 1 answer from the Vice President Patient Care Services/Operations, or designee, in writing, to the grievant(s) and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days from said Step 1 meeting.

STEP 2

In the event the grievant or the Association is not satisfied with the resolution of the grievance at Step 1, the grievant or the Association may, within seven (7) work days after receipt of the written decision from the Vice President Patient Care Services/Operations or designee, file the grievance with the Vice President for Human Resources, or designee. A step 2 meeting will be held within seven (7) work days from submission of a Step 2 grievance. The Vice President of Human Resources, or designee, will render a written decision to the grievant and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days after said Step 2 meeting.

STEP 3

In the event the grievant or the Association is not satisfied with the resolution of the grievance at Step 2, the grievant or the Association may, within seven (7) work days after receipt of the written decision from the Director of Human Resources, file the grievance with the President or his/her designated representative. A Step 3 meeting will be held within seven (7) work days from submission of a Step 3 grievance. The President, or his/her designee, will render a written decision to the grievant and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days from said Step 3 meeting. The Hospital or the Association may institute a grievance by a written notice to the other party within thirty (30) days after the occurrence or knowledge of the cause of the grievance. Within ten (10) work days after such notice is given, the grievance shall be discussed by a representative of the Association, a representative of the Hospital, and a representative of the Nurses' Committee and a written answer rendered.

STEP 4

If the grievance is not resolved in the foregoing Steps, either party may submit the matter to arbitration within thirty (30) days after the receipt of a written answer in Step 3, in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all of the parties. (Work Days are defined as Monday - Friday and no holidays.)

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19.03 Submission/Response on Weekends/Holidays

In the above Steps where the last day for a submission or a response falls on a Saturday, Sunday, or on a holiday, the submission or response shall be considered timely if it is submitted on the following Monday or on the day following the holiday. The seven (7) work day period for submitting and responding to grievances, as well as all other time periods contained herein, shall start with the day following receipt of the grievance and/or response.

19.04 Arbitrator

The cost of the arbitration assessed by the American Arbitration Association and the arbitrator shall be borne equally by the parties.

The Arbitrator shall have no authority to add to or subtract from or modify any of the terms of this Agreement.

19.05 New Classification

In the event that a new classification and salary rate are instituted by the Hospital, the matter may be subject to arbitration and the arbitrator shall not be limited by the provisions hereof with respect to such classification and salary rate.

19.06 Untimeliness

In the event that an appeal is not taken to the next step within the time limitations set forth under this Article, the matter shall be deemed to be resolved on the basis of the last written resolution of the matter. If the Hospital fails to answer a grievance within the foregoing time limitations, the grievance shall be resolved in favor of the grievant.

19.07 Direct Arbitration

By mutual agreement in writing between the Hospital and the Association, a grievance otherwise subject to the grievance procedure, as provided herein, may be submitted directly to arbitration.

19.08 Time Limit Extension

The time limits provided in the grievance procedure may be extended or otherwise modified by agreement of the parties.

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ARTICLE XXSTRIKES AND LOCKOUTS20.01 Strikes and Lockouts

It is mutually agreed that during the term of this Agreement, there will be no stoppage of work, lockouts, mass sick days, slow-downs or any similar interference with the operation of the Hospital. The Association also agrees that it will not foster or encourage mass resignation.

ARTICLE XXIDURATION21.01 Duration and Renewal

This Agreement will be effective as of April 1, 2004, and remain in full force and effect until March 31, 2007, and will continue in effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to March 31 of any year. In the event such notice is given, this agreement will continue in effect until a new agreement is reached or, if after March 31, 2007, until terminated by either the Hospital or the Association upon written notice of not less than 30 days, but a strike or picketing may not occur until the 31st day after the written notice is received.

ARTICLE XXIISUCCESSORSHIP22.01 Successorship

This Agreement shall remain in effect and shall be binding upon all successors and assigns of NARH. NARH shall include this requirement as a condition of a sale or transfer of ownership or operation and shall conform to the Association in writing that it has done so and that it has notified any such successor or assign of any pending grievances, arbitrations, unfair labor practice proceedings and/or any other litigation between NARH and the Association.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.

MASSACHUSETTS NURSES
ASSOCIATION

Judy Pinkham
Judy Pinkham
Executive Director

NORTH ADAMS
REGIONAL HOSPITAL

Paul H. Adams
President

Robert B. Goff
Robert Goff
Director of Labor Relations

Shirley Asule, RN
Shirley Asule, RN
Associate Director, Labor Relations

M. J. McConnell, RN
Mary McConnell, RN
Chairperson

Karin Robert, RN
Karin Robert, RN
Co-Chairperson

APPENDIX I

PER DIEM NURSES

PREAMBLE: All newly hired registered per diem nurses names and addresses shall be included on the MNA Chairperson's monthly hire/termination notice in the month following her/his hire. Written notice shall be sent to the MNA Chairperson by January 31 of each year with a list of the registered per diem nurses employed by the Hospital as of that date. Said list shall include number of hours worked during the previous year by each listed registered per diem nurse. In addition, by January 31 of each year, the Hospital will send to each registered nurse, employed by the Hospital in a per diem capacity, a list indicating bargaining unit status of each of these registered nurses for the current year.

1. Per Diem nurses who are included in the MNA bargaining unit are those who work at least 700 hours in a calendar year.
2. Hours worked while employed in a per diem capacity will be calculated at the end of each calendar year to determine inclusion or exclusion in the bargaining unit during the coming year. (e.g., Per Diem Nurses included in the bargaining unit during 1984 are those nurses who worked at least 700 hours, as a per diem employee during 1983).
3. For per diem nurses in the bargaining unit, the regular staff nurses salary scale will apply. Annual salary increases, if applicable and if not already at maximum rate, will require the nurse work a least 1000 hours from date of hire or from date of last increase, with a minimum of at least 12 months; if the nurse has worked less than 1000 hours the increase will be given, under the above condition, when the 1000 hours requirement is reached.
4. Per diem nurses are not eligible for fringe benefits except for shift, weekend and holiday differential, on-call stipend, overtime, and for the Hospital's Retirement Plan, and charge pay, if applicable.
5. Per diem nurses in the bargaining unit will acquire per diem nurse bargaining unit seniority which shall be based upon hours of work in any calendar year in which the nurse is included in the bargaining unit. Said per diem nurse bargaining unit seniority shall be applicable for lay-off determination, and bidding on vacant position in reference only to other NARH's per diem nurses, or outside hires. If a nurse resigns her permanent bargaining unit position and is later re-hired as a per diem nurse, there will be no carryover of seniority which was accrued as a permanent nurse except that the former permanent bargaining unit seniority may be used by a per diem nurse for the sole purpose of bidding on vacant permanent positions relative to other bargaining unit per diem nurses. This carryover applies only to RNs who

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are hired as per diem nurses within 6 months of termination from a permanent bargaining unit position.

6. Nurses in the bargaining unit who transfer from per diem status to a permanent position will have bargaining unit seniority calculated from the date they first became included in the bargaining unit and excluding any per diem employment during which they were not in the bargaining unit. Hospital-wide seniority will be effective from the most recent date of hire in a permanent status.
7. It is understood that per diem nurses will give the Hospital at least a general outline of the availability to work, e.g., never on weekends, only on Thursday and Fridays, 11:00 - 7:15, etc. If said employee is a member of the bargaining unit, she/he may not have recourse to the grievance procedure except as to the question of whether or not she/he actually refused to work within the context of this section. A per diem nurse may not change her/his general outline of availability to work without the written consent of the Hospital.
8. In the case of a Reduction in Force per diem nurses will not be assigned to the unit/area in which the reduction has occurred unless the nurse on lay-off from the unit/area chooses not to accept the vacant position, or a relief assignment, in that unit/area.
9. Permanent nurses will not automatically become per diem nurses upon resignation or termination.
10. Nothing in this Agreement is meant to impose upon the Hospital any obligation to employ any per diem nurse for any specified number of hours. This Agreement does not preclude the MNA from raising the issue of hours worked by per diem registered nurses in a discussion of overall R.N. staffing concerns.
11. Per diem nurses bargaining unit seniority will be calculated only on a continuous service basis and will not be used in the application under Article XVI, Section 16-Q1, C, relative to re-employed nurses.

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APPENDIX II

TWELVE HOUR SHIFTS

The North Adams Regional Hospital and the Massachusetts Nurses Association hereby agree to the following terms, conditions, and understandings regarding twelve (12) hour shifts for certain Registered Nurses:

1. Any other twelve (12) hour shift positions which are available will be posted according to the current contractual procedure.
2. RNs who work three (3) twelve (12) hour shifts per week shall be paid thirty-six (36) hours pay for thirty-six (36) hours worked.
3. RNs who work the above shifts shall be entitled to full time benefits. Those RNs who work two (2) twelve (12) hour shifts shall be placed in the 60% fringe benefit category.
4. The twelve (12) hour shifts include report time following the end of the shift. Such time is unpaid unless it exceeds fifteen (15) minutes beyond the end of the shift in which case overtime shall be paid in accordance with paragraph 9 of this Agreement.
5. RNs working twelve (12) hour shifts shall receive shift differential pay in accordance with the current Agreement between the parties.
6. RNs working either two (2) or three (3) twelve (12) hour shifts shall be entitled to overtime pay when the R.N. works more than twelve (12) hours in a shift or forty (40) hours in a week, but not for both. I.e., there is no pyramiding of overtime pay.
7. Sick time shall be accumulated at the rate of eight (8) hours per month. If a sick day is taken on a twelve (12) hour shift there shall be a twelve (12) hour reduction from sick time accumulation.
8. Vacation accumulation shall be recorded in hours not days. When a vacation day is taken there shall be a twelve (12) hour reduction from vacation accumulation.
9. The holiday differential shall be paid according to the current Agreement between the parties. Holiday accumulation shall be recorded in hours not days. If the R.N. actually works on the Holiday, the R.N. will receive a minimum of eight (8) hours of compensatory time. If the R.N. works in excess of eight (8) hours on the holiday, the R.N. will receive additional compensatory time off for each hour worked over eight (8) hours. When a holiday is not worked, a full time R.N. shall be paid eight (8) hours which may

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be supplemented up to four (4) hours from accumulated holiday, vacation, or personal day time. Part-time RNs shall be paid in accordance with the pro-rata policy. This time may also be supplemented with accumulated holiday, vacation, or personal day time.

10. RNs working the twelve (12) hour shifts shall have three (3) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal period.

11. Bereavement time - In accordance with the terms of the current Agreement, RNs working twelve (12) hour shifts will receive paid time off from work in the following amounts:

Current Agreement:	5 days	Under 12 Hour Shifts:	one week
	3 days		36 hours
	2 days		24 hours (or hours usually worked)
	1 day		12 hours

12. Education days - Twelve (12) hour shift RNs who are sent by the Hospital to attend nursing educational sessions may be required to work either before or after the session for a combined total of no more than twelve (12) hours. The Hospital may, however, decide, based on the length of the session, time spent in travel, and other factors, that the R.N. has substantially met the twelve (12) hour requirement.

13. Should an issue arise which is not covered by this Agreement, or the current Agreement between the parties, the Hospital and the Association agree to negotiate the issue as soon as practical.

14. There shall be equal distribution of weekend shift coverage among those nurses working eight (8) or twelve (12) hour shifts within the same unit.

15. Where a nurse working twelve (12) hour shifts requests a reduction in hours in addition to operational needs the Hospital would also look at the impact on other bargaining unit members.

16. The Hospital agrees to notify the MNA Chair of any twelve (12) hour shift nurses who have been granted a decrease to eight (8) hours.

17. By May 31, 1990 a list of all nurses in the bargaining unit, areas worked, and hours worked including whether the nurse is assigned to eight (8) or twelve (12) hour shifts shall be supplied by the Hospital to the Association.

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18. Shift Differential

A. Nurses who work four (4) or more hours between the hours of 3:00 p.m. and 11:00 p.m. shall receive one dollar and twenty cents (\$1.20) per hour, for each hour worked during such period. Nurses who work four (4) or more hours between the hours of 11:00 p.m. and 7:00 a.m. shall receive one dollar and fifty cents (\$1.50) for each hour worked during such period. The shift differential shall be included in holiday, vacation, and sick leave payments made to nurses who regularly work the evening or night shift.

B. The 6:00 p.m. to 6:00 a.m. and 7:00 p.m. to 7:00 a.m. shifts shall receive the 1-7 differential for the entire shift.

APPENDIX III

FLEXIBLE SCHEDULING

The North Adams Regional Hospital and the Massachusetts Nurses Association hereby agree to the following terms and conditions with regard to the implementation of a flexible scheduling system for Registered Nurses in the Maternity Unit:

1. A Flex Nurse is a nurse assigned to be available for a twelve (12) hour period (7:00 a.m. - 7:00 p.m. or 7:00 p.m. - 7:00 a.m.) either at home or within deeper range, within a 30 minute commute to the Hospital, to respond for sudden increased staffing needs in the Maternity Unit.
2. Nurses shall work an eight (8) hour day unless a nurse is assigned as Flex Nurse.
3. Nurses assigned to the 8-hour Flex Nurse period shall be paid at their regular hourly rate for six (6) hours, when on flex duty or if called in, plus appropriate differentials, if the nurse works between six (6) and eight (8) hours, she/he will be paid straight time plus applicable differentials.
4. Nurses assigned to the 12-hour Flex Nurse period shall be paid at their regular hourly rate for eight (8) hours, when on flex duty or if called in, plus appropriate differentials.
5. If called in, any hours worked over eight (8) in the 12-hour period shall be paid at the time and one-half (1 1/2) rate.
6. Flex duty rotation shall be assigned as equitably as possible.
7. Weekends off and holiday Flex Nurse coverage shall be assigned on an equitable basis.
8. Nurses assigned to Flex duty from 7 a.m. to 7:00 p.m. shall not receive a shift differential. Nurses assigned Flex duty 7:00 p.m. to 7:00 a.m. shall receive the night shift differential as per the current Agreement, Article VII, 7.02.
9. Weekend differential shall be paid to a nurse on Flex duty for any and all hours beginning at 11:00 p.m. on Friday through 11:00 p.m. on Sunday, as per the current Agreement, Article VII, Section 7.03.
10. Holiday time for the Flex nurse shall be paid from 7:00 p.m. the eve of the holiday to 7:00 p.m. the day of the holiday, as per Article IX, Section 9.08 of the current Agreement.

11. There shall be no pyramiding of overtime pay as per the current Agreement, Article VI, Section 6.04 (a).

12. Nurses may "split" a twelve (12) hour flex shift so that each nurse is scheduled for flex time for six (6) hours. If the nurse is not called in to work, the nurse shall be paid for four (4) hours of time. If the nurse is called in to work more than four (4) hours, the nurse shall be paid for the time in accordance with the above flex time provisions.

13. The Nurse Director shall monitor the utilization of the Flex Nurse and shall periodically review the advisability of its continuance.

14. The first such review shall be in April, 1987, and discussed with the MNA. If the Hospital deems it necessary, the Flex Nurse scheduling system may be eliminated with a 30-day advance notice to the MNA representative and the nurses involved.

APPENDIX IV

MULTI-DISCIPLINARY RESTRUCTURING COMMITTEE

1. The parties agree to form a Multi-Disciplinary Committee comprised of 2 - 3 union designated representatives from each of the three unions at NARH, non-union employees, management and physicians.

2. This Committee will meet to review, recommend and develop a design plan focused on patient care.

3. The Hospital may determine the priority of the nursing units to be discussed, i.e., list them all with the Hospital listing as number one the nursing unit the Hospital believes needs to be discussed first. The parties, however, will review every nursing unit/department during this process.

4. As each nursing unit is discussed, all of the registered nurses from said units will be invited to observe, on off-duty time, the aforementioned multi-disciplinary team during their discussion.

5. In the event there is no agreement in the restructuring plan, the Hospital may proceed with implementation of the plan, provided there are no changes required in the collective bargaining agreement between MNA and NARH.

6. If the Hospital restructuring plan includes a proposed change in the collective bargaining agreement, then the full MNA Board must agree to such changes or they cannot be implemented.

7. As the parties devise a restructuring plan, they will include an offer for registered nurses to volunteer for the agreed upon changes.

APPENDIX V

CASE MANAGERS

1. The current MNA bargaining unit RN Case Management positions will be posted and filled in the future with a rotating weekend component.
2. Absences on weekend will be filled, pursuant to 6.04 of the MNA/NARH contract.
3. There will be no holiday coverage required.

SIDE LETTER

CROSS TRAINING

NARH will follow the cross training program guide lines signed 5/17/00. The exception is that the nurse will work her/his usual scheduled hours of work while cross training unless the unit she/he is cross training in is not open for said nurse's usual hours of work. In this case, the cross training nurse will work as close to her/his usual hours of work as is possible.

SIDE LETTER

At the commencement of the Agreement between April 1, 1994 - March 31, 1997, the following language was applied: RNs working 12-hour shifts in the Medical Surgical Unit were offered three (3) options:

- a) 3 - 12 hours shifts - 36 hours paid - with full time benefits
- b) 3 - 12 hour shifts, plus one four hour shift per week subject to:
 - 1) current contract language regarding weekends and holidays;
 - 2) nurses will be scheduled on her/his own unit and regular shifts, whenever possible;
 - 3) On the 2 - 6 a.m. and 3 - 7 a.m. shifts, volunteers will be sought before assignments are made to these nurses.
- c) 5 - 8 hour shifts.

In the E.R. and CCU options a) and b) above are the only options that are offered.

On any 12 hour R.N., if financial data is requested on themselves, they shall be given 48 hours from the receipt of the data before being required to make a final decision.

**SIDE LETTER
ON-CALL ROOM**

At the time of the implementation of this Agreement this area will be the Eagle Street facility (the Hospital is not guaranteeing that this location will forever be the site where on-call, call-back nurses will stay; however, the Hospital is agreeing to provide some area for this purpose). The Hospital further agrees at the Eagle Street facility to:

- a) replace the glass door with a solid door;
- b) put a lock at the closet at the bottom of the stairs;
- c) put a phone jack, for local calls only, in the bedroom to be used by the nurse;
- d) security guard, upon request, will walk with the nurse to and from the Eagle Street facility;
- e) the Eagle Street facility is included in the regular rounds of the security guards.

SIDE LETTER**PIC/PICC LINE INSERTION**

1. Upon MNA ratification, 2004, NARH will post the following for seven days:

OPPORTUNITY FOR RNS TO BECOME CERTIFIED IN PIC/PICC LINE INSERTION. PLEASE SUBMIT WRITTEN APPLICATION TO HUMAN RESOURCES NO LATER THAN SEVEN DAYS FROM DATE OF THIS POSTING.

2. Currently certified PIC/PICC LINE INSERTION RNs listed below will be grandfathered at their current rate of PIC/PICC LINE compensation for inserting PIC/PICC LINES for six months following MNA ratification in 2004:

Linda Williams
Diana Bator

3. Currently certified PIC/PICC LINE insertion RNs must decide during the above noted seven day posting period if they are willing to continue inserting PIC/PICC LINES at NARH after the six month grandfathering period since following said six month period, the above listed RNs will be paid their usual rate of pay per the MNA/NARH contract.

4. Likewise, any RN certified after the 2004 MNA ratification will be paid their usual rate of pay per the MNA/NARH contract.

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**APPENDIX VI
SALARY SCALES FOR REGISTERED NURSES AT NARH**

GRADE 10 EFFECTIVE 04-01-04

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 10	STEP 13	STEP 15	STEP 17	STEP 20	STEP 22
21.43	22.49	23.57	24.78	26.00	27.45	28.42	29.26	30.15	31.05	31.52	31.98	32.46

GRADE 10 EFFECTIVE 4/1/05

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 10	STEP 13	STEP 15	STEP 17	STEP 20	STEP 22
22.50	23.61	24.75	26.02	27.30	28.82	29.84	30.72	31.66	32.60	33.10	33.58	34.08

GRADE 10 EFFECTIVE 4/1/06

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 10	STEP 13	STEP 15	STEP 17	STEP 20	STEP 22
23.63	24.79	25.99	27.32	28.67	30.26	31.33	32.26	33.24	34.23	34.76	35.26	35.78

**APPENDIX VI
SALARY SCALES FOR REGISTERED NURSES AT NARH**

CTL EFFECTIVE 04-01-04

<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>8</u>	<u>STEP</u> <u>10</u>	<u>STEP</u> <u>13</u>	<u>STEP</u> <u>15</u>	<u>STEP</u> <u>17</u>	<u>STEP</u> <u>20</u>	<u>STEP</u> <u>22</u>
24.61	25.67	26.75	27.96	29.18	30.63	31.60	32.44	33.33	34.23	34.74	35.16	35.69

CTL EFFECTIVE 04-01-05

<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>8</u>	<u>STEP</u> <u>10</u>	<u>STEP</u> <u>13</u>	<u>STEP</u> <u>15</u>	<u>STEP</u> <u>17</u>	<u>STEP</u> <u>20</u>	<u>STEP</u> <u>22</u>
25.84	26.95	28.09	29.36	30.64	32.16	33.18	34.06	35.00	35.94	36.48	36.92	37.47

CTL EFFECTIVE 04-01-06

<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>8</u>	<u>STEP</u> <u>10</u>	<u>STEP</u> <u>13</u>	<u>STEP</u> <u>15</u>	<u>STEP</u> <u>17</u>	<u>STEP</u> <u>20</u>	<u>STEP</u> <u>22</u>
27.13	28.30	29.49	30.83	32.17	33.77	34.84	35.76	36.75	37.74	38.30	38.77	39.34

**APPENDIX VI
SALARY SCALES FOR REGISTERED NURSES AT NARH**

GRADE 13 EFFECTIVE 4/1/04

<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>8</u>	<u>STEP</u> <u>10</u>	<u>STEP</u> <u>13</u>	<u>STEP</u> <u>15</u>	<u>STEP</u> <u>17</u>	<u>STEP</u> <u>20</u>	<u>STEP</u> <u>22</u>
48.24	48.83	49.42	50.02	50.62	51.21	51.81	52.41	53.00	53.59	54.39	54.79	55.61

GRADE 13 EFFECTIVE 4/1/05

<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>8</u>	<u>STEP</u> <u>10</u>	<u>STEP</u> <u>13</u>	<u>STEP</u> <u>15</u>	<u>STEP</u> <u>17</u>	<u>STEP</u> <u>20</u>	<u>STEP</u> <u>22</u>
50.65	51.27	51.89	52.52	53.15	53.77	54.40	55.03	55.65	56.27	57.11	57.53	58.39

GRADE 13 EFFECTIVE 4/1/06

<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>8</u>	<u>STEP</u> <u>10</u>	<u>STEP</u> <u>13</u>	<u>STEP</u> <u>15</u>	<u>STEP</u> <u>17</u>	<u>STEP</u> <u>20</u>	<u>STEP</u> <u>22</u>
53.18	53.83	54.48	55.15	55.81	56.46	57.12	57.78	58.43	59.08	59.96	60.41	61.31

Maximum Vacation Accruals	10.05	Retirement Benefits	11.06 & 12.03
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Military Service	14.13	Schedules	6.05
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Overtime	6.04	Sick Time, Buy Back	11.06
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Patterning Leave	14.07	Standards of Nursing Practice	18.07
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Part-Time Nurse Benefit Entitlement	8.01	Teaching, In Service	18.04
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Personnel Files	15.06	Vacancies	15.01
Pharmacy Discount	12.09	Vacation, Part-Time Nurse	10.03
Photocopies	4.10	Vacation Pay Advance	10.04
Physical Exams	12.07 & 12.08	Vacation Policy	10.01
Per Diem Nurse	5.05 & Appendix I	Vacation Pro Rata	10.03
Per Diem Nurse Relief	6.08	Vacation Scheduling	10.02
Preamble	1.01	Vacations	10.01 - 10.05
Pre-Employment Physicals	12.07	Wages	7.01
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Rate at Time of Hire	7.08	Worker's Compensation	12.05
Rate After Promotion	7.05	X-Rays	12.08
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Recognition Clause	2.01		
Reduction in Force	17.01 - 17.06		
Regular Employees in Temporary Positions	5.06		
Renewal of Agreement	21.01		
Resignation, Notice of	15.09		
Restructuring Committee (Multi-Disciplinary)	Appendix IV		
Retirement Plan	12.06		

EXHIBIT 2

MNA

MASSACHUSETTS NURSES ASSOCIATION

340 TURNPIKE STREET

CANTON, MASSACHUSETTS 02021

781-821-4625



MNA
MASSACHUSETTS NURSES ASSOCIATION

Agreement

between

NORTH ADAMS REGIONAL HOSPITAL

and

MASSACHUSETTS NURSES
ASSOCIATION

April 1, 2001 - March 31, 2004

MASSACHUSETTS NURSES ASSOCIATION MEMBERSHIP/DUES POLICY

1. Upon completion of the probationary period, any registered nurse in the bargaining unit who is not a member of the Association shall, as a condition of employment, pay to the Association a service fee in an amount certified by the Association which is proportionately commensurate with the cost of collective bargaining and contract administration.
 2. If you go out on a paid leave of absence, you are obligated to continue paying full membership dues or service fees - either continuing payroll deduction or pay MNA directly (union direct).
 3. If you are on an unpaid leave or worker's compensation, you are also obligated to maintain dues payments, but may do so at the 50% rate by calling the MNA Member Services Department and making arrangements for payment (1-800-882-2056).
 4. If you are permanently disabled, you qualify for 75% dues rate. For more information, contact MNA Member Services at 1-800-882-2056.
 5. If you are a full-time student (12 hours) you qualify for 50% reduction in dues. To make arrangements contact MNA Member Services at 1-800-882-2056.
 6. If you are on payroll deduction, you will be billed for the weeks when a deduction is not received from your employer. You are responsible for making any missed dues payments, not your employer. Per diems are encouraged to select direct payment options.
 7. Failure to keep payments current will result in your employer being notified that your employment must be terminated.
 8. The rights of full membership include voting at contract ratification meetings and at the local unit meetings, the right to run for office and the right to vote for your MNA Board and other MNA elections.
- SERVICE/AGENCY FEE PAYORS ARE NOT FULL MEMBERS AND THEREFORE RECEIVE NONE OF THESE RIGHTS.**
9. It is the responsibility of each bargaining unit member to notify the MNA Member Services Department of changes in status, name and address, within thirty (30) days to assure proper credit and continuation of services. No refunds will be issued if the member fails to fulfill this requirement.
 10. If a member of a collective bargaining unit changes status more than once in a twelve-month period, i.e., from member to agency fee payor or from agency fee payor to member, an administrative fee of fifty dollars (\$50.00) will be charged at the time of the second change.
 11. Program members and Agency fee payors who are delinquent in their dues will be billed for the balance of dues owed. The member will be made a member in good standing when the back dues are paid.

Serving the Nurse and the Profession of Nursing

From its founding in 1903 to the present, the Massachusetts Nurses Association has served as the organization of nursing in Massachusetts and continually strives to preserve the identity, integrity, and continuity of the profession of nursing.

MNA is active in all facets of the profession of nursing. Programs and services provided to members include:

Legislation

MNA initiates and promotes sound legislation to improve health care for Massachusetts citizens and to advance nurses and the nursing profession. The Department and the Congress on Health Policy and Legislation work directly with legislators and take a proactive stand on the development of bills that have a potential impact on nursing and health care. MNA continually monitors legislation introduced both in Massachusetts and in Washington, DC. Through its legislative network and full-time lobbyist, MNA promotes legislation and advances the interest of nurses, nursing and better health care. NursePLAN, the political action committee of MNA, promotes nursing's interests by raising funds for campaign contributions to candidates who are sensitive to nursing's positions.

Continuing Education

Recognizing that continuing education is not just a privilege for nurses, but a responsibility, MNA has made a commitment to encourage and facilitate life-long learning. The Continuing Education Committee, through its Continuing Education Approval Program, supports a voluntary system for continuing education. Nurses attending offerings approved by MNA receive contact hours which meet professional standards and criteria. In addition to approving continuing education offerings, programs and sponsors, MNA also directly provides continuing education events through which nurses can earn contact hours. The Continuing Education Committee will continue to plan innovative programs to meet members' learning needs.

Nursing Practice

MNA provides a forum to help its members cope with the changing concepts and new technologies of modern nursing practice. MNA's Congress on Nursing Practice works to promote the implementation of Standards of Nursing Practice; offers consultation on current individual practice problems; acts as an advocate in maintaining the scope and integrity of nursing practice; and offers leadership and information on such current concerns as third party reimbursement, and practice in the expanded role.

Labor Relations

MNA represents nurses whenever nurses, themselves, decide to engage in collective bargaining with their employers. Thousands of nurses in Massachusetts have already chosen MNA to represent them. MNA believes that professional nurses must be able to practice under terms and conditions which enable them to deliver the best possible patient care, as well as terms which provide them the best possible rewards for delivering it. To nurses who want to achieve that goal, MNA offers a full range of professional support services from advice on exercising their legal employment rights to negotiating and enforcing employment contracts. For nurses who want to achieve that goal, an elected Cabinet for Labor Relations assists with support services statewide and provides the information, education and training which nurses need to effectively achieve it.

For members who experience employment-related problems, but who cannot engage in collective bargaining, MNA provides support services such as advice on appropriate problem solving procedures and referral to legal counsel. In addition, all MNA members receive the benefits of the Cabinet for Labor Relations' support of a broad range of economic and employment research, as well as its support of the publication of pertinent research findings. The program also makes its technical experts available to all groups of MNA members who want information or advice on matters ranging from sex discrimination in employment to health care economics.

Nursing Education

Through the Congress on Nursing Practice and Staff Development Committee, MNA provides leadership in recommending standards for nursing education in Massachusetts. MNA provides career information to prospective nursing students and to registered nurses interested in furthering their education. The Congress is responsible for addressing major issues such as minority recruitment into nursing, educational preparation for nursing and financial support for nursing education.

Convention

Each year MNA provides a forum for nurses across the state to participate in the governance of their association. MNA's annual convention offers members the opportunity to voice their opinions and add input which shapes the Association's directional force. Business sessions and forums provide insight into the policies and procedures of the Association. Among the annual highlights are the exhibition program which offers members the newest equipment, career opportunities and information concerning nursing, and MNA's awards banquet to pay tribute to outstanding nurses. There are also continuing education opportunities during the convention schedule.

Publications

MNA members receive many regular and special publications which keep them up to date on their profession. The Mass Nurse, published monthly, contains information important to Massachusetts registered nurses, as well as information about MNA. Members also receive additional information through special mailings.

Group Programs

MNA members receive reduced rates on MNA's endorsed professional liability (malpractice) insurance. Other insurance programs provide term life insurance, comprehensive major medical insurance, hospital confinement benefits, long term disability income, and excess major medical coverages at special rates for MNA members. MNA also sponsors a group credit card program for members. The credit card program offers a low interest rate, no annual fee the first year, and many additional benefits to cardholders.

Other Services

MNA members have all of MNA's resources available when needed. MNA's staff can provide professional counseling and consultative services for practice problems or service and education questions. Members requiring information on any aspect of nursing can find assistance through MNA. Members receive reduced rates for certification, continuing education programs, convention registration, and for other MNA sponsored programs.

The 18,000 members of MNA represent all areas of nursing, from staff members to nursing administrators, from educators to nurse practitioners, as well as other areas of health care. Through participation in nursing's professional association, MNA members support a strong voice for the profession of nursing, and acknowledge their career commitment to professionalism.

AGREEMENT
BETWEEN
NORTH ADAMS REGIONAL HOSPITAL
AND
MASSACHUSETTS NURSES ASSOCIATION

AGREEMENT made and entered into as of April 1, 2001, by and between NORTH ADAMS REGIONAL HOSPITAL, hereinafter referred to as the "Hospital," and the MASSACHUSETTS NURSES ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE I

PREAMBLE

1.01 Preamble

The intent and purposes of the Agreement are to establish harmonious relationships between the Hospital and its registered nurses who are subject hereto; to promote and improve that relationship and the economic conditions of both; subject to their joint duties to the community and to high standards of patient care; to clarify certain rights and privileges of the parties together with certain working and operating conditions; and to establish amicable processes of collective bargaining.

ARTICLE II

RECOGNITION

2.01 In accordance with the certification of the National Labor Relations Board, the Hospital recognizes the Association as the sole and exclusive bargaining representative for all Registered Nurses, excluding the Vice President Patient Care Services/Operations/Nursing Directors, Education Coordinator, Risk Management/Infection Control Coordinator, Case Management Coordinator, Clinical Coordinators, Director of Education, and any Department Manager who is also a registered nurse, temporary employees, consultants and per diem nurses not included in the bargaining unit (see Appendix 1 of the Agreement) and further excluding all other employees. Such nurses for whom the Association is recognized as the exclusive bargaining agent are hereinafter referred to as "nurses."

ARTICLE III

MANAGEMENT RIGHTS

3.01 The Association recognizes the right of the Hospital to operate and manage the Hospital. Without limiting the generality of the foregoing, the Hospital reserves to itself, subject only to any express provisions of the Agreement, the management of the Hospital, the right to require reasonable standards of performance and the maintenance of discipline, order and efficiency, the determination of medical and nursing care standards, operational and other policies, the determination of methods and procedures, the direction of the nurses and the assignment of work, the right to hire, transfer temporarily, and to transfer, discharge, suspend, demote, or otherwise discipline nurses for just cause, the right to lay off employees for lack of work or for other reasons and to recall nurses, and the right to promulgate and enforce all reasonable rules relating to operations, safety measures and other matters; provided, however, that in the exercise of the foregoing, rights of management, the Hospital agrees that it will not violate the specific provisions of this Agreement.

ARTICLE IV

ASSOCIATION ACTIVITIES

4.01 Participation in Association

The Hospital will advise all new nurses at the time of employment that the Association is their bargaining representative and will notify the Association at the end of each month of the name, address, classification, unit, and shift of each new nurse, and, if applicable, any address change for nurses in the bargaining unit, and the name of each nurse who terminates employment. The Hospital recognizes the right of any nurse to become a member of the Association and will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of the Association. The Association recognizes the right of any nurse to refrain from becoming and/or remaining a member of the Association and will not discriminate on account of the exercise of such right. Following the probationary period, as a condition of employment, the RN will either join the MNA or pay the Association service fee to the MNA.

4.02 Annual List of Employees

The Hospital will provide a list of all Registered Nurses in the MNA bargaining unit, including the date of hire, hourly rate, benefit status, home address and phone number no later than January 1 and July 1 of each year. The Hospital also agrees to provide the Association with the monthly update of

all new hires and their addresses; the change of address of any nurses; and the name of any nurses whose employment has terminated. The MNA Chairperson will also be given on at least an annual basis a list of all RN's and areas of the Hospital that they are oriented to including areas where they are oriented to change. The Hospital will provide the MNA (at its main place of business) with a copy to the local chairperson during the month of January each year, a Master seniority list of all MNA bargaining unit members. Said list shall also be posted for at least three weeks on the MNA Board.

4.03 Association Representatives

A. Duty authorized representatives of the Association may visit the premises of the Hospital at reasonable times to discharge the Association's duties as collective bargaining representative. The visiting representative shall report at the Human Resources Department or the Vice President Patient Care Services/Operations and shall otherwise be subject to the reasonable control of the Hospital with respect to the times and places for such visits in accordance with its operating needs.

B. The Hospital will provide up to a total of twelve (12) paid release days per calendar year for any bargaining unit member(s) elected to the MNA Cabinet for Labor Relations. The total number of paid release days shall not exceed twelve (12) per calendar year regardless of the number of unit member(s) elected to the Cabinet.

4.04 Dues Check-Off

A. The Hospital agrees to deduct the Association membership dues and local dues on a weekly basis from the earnings of all nurses who have executed an authorization form. Such deductions shall be in the amount certified by the Association and shall be in accordance with the terms of said authorization.

B. Any nurse covered by this Agreement may revoke her/his authorization to deduct from her/his paycheck union membership dues or any agency service fee by notifying the Payroll Department in writing that she/he wishes to revoke the authorization at least five (5) days prior to the end of a pay period. The Hospital is not responsible for retroactive reimbursement of union dues or agency service fees.

C. A nurse on an approved leave of absence, who wishes to stop her/his union dues or agency fee deduction must submit a written authorization to stop said deduction for the period of the approved leave of absence to the payroll office. The payroll office will attempt to stop the deduction beginning with the pay period in which the authorization is received, and will resume the deduction in the pay period in which the nurse returns to work. The Hospital will continue to deduct local chapter dues during the leave of absence.

D. Withheld Association dues or agency fee amounts will be forwarded to the Association by the end of the calendar month following the actual withholding together with a record of the amount and the names of those for whom deductions have been made.

4.05 Local Chapter Dues

Withheld local chapter dues will be forwarded to the Local Chapter Treasurer by the end of the calendar month following the actual withholding together with a record of the amount and the names of those for whom deductions have been made.

4.06 Indemnification

The Association shall indemnify and save the Hospital harmless against any and all claims, demands, suits, or other forms of liabilities taken or not taken by the Hospital for the purposes of complying with any of the provisions of this Article, or in reliance on any authorization, revocation, list, notice or assignment furnished under such provisions.

4.07 Association Activities on Hospital Premises

Activities on Hospital premises will be scheduled so as not to interfere with the operation of the Hospital, and is subject to the prior approval of the Vice President Patient Care Services/Operations, or designee. Space for conduct of Association Activities will be provided on the Hospital premises, as available.

4.08 Bulletin Boards

The Hospital will provide locked glass enclosed bulletin board space for the posting of notices of Association meetings and related materials. Such notices and materials shall be submitted to the Hospital's Director of Human Resources for approval prior to their being posted. The Hospital agrees to post open positions in the MNA bargaining unit on the MNA bulletin board and on the bulletin board across from the Hospital's cafeteria.

4.09 Agreement Copies

The Hospital will give to nurses, included in the bargaining unit, during their first week of work a copy of the current Agreement between the Hospital and the MNA. The MNA agrees to provide the Hospital with a sufficient supply of contracts for this purpose. During the orientation program, time will be allowed for a nurse committee member to discuss professional association philosophies.

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4.10 Photocopies

The MNA shall reimburse the Hospital quarterly at the rate of ten cents (\$0.10) per copy, and recognizes that all copying will be done during off-duty time and further recognizes that in the use of the copying machine Hospital business shall take preference.

4.11 MNA File Cabinet

The Hospital will provide a mutually agreed upon space for an MNA four drawer, locked file cabinet with reasonable access for MNA Committee members.

4.12 PC Filing

The Hospital will provide the MNA, at its main place of business, with a copy of the Hospital's PC Filing at the same time that the Filing is made with the Commonwealth of Massachusetts.

4.13 Negotiation Committee Paid Release Time

The Hospital will provide paid release time for up to six (6) members of the MNA bargaining team, as determined by the MNA, for contract negotiations sessions.

ARTICLE V

DEFINITIONS

5.01 Probationary Period

The first three (3) months of employment or re-employment shall be the probationary period. Transfer or discharge will be at the sole discretion of the Hospital and such action shall not be subject to the grievance and arbitration procedure of this Agreement. A performance evaluation will be done and discussed with the nurse at the end of the probationary period.

5.02 Full-Time Nurses - Are those hired to work a full schedule on a permanent basis, either in a 40-hour or a 3 - 12-hour shift position.

5.03 Part-Time Nurses - Are those hired to work on a permanent basis to fill a regularly scheduled position for less than forty (40) hours.

5.04 Temporary Nurses

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Temporary nurses are hired by the Hospital on a temporary basis (i.e., summer coverage, special projects, etc.) and are not hired to replace current full-time or part-time positions. They are not eligible for fringe benefits except all applicable differentials.

5.05 Per Diem Nurses

Per Diem nurses are those hired to work on a limited basis, as fill-in or relief personnel, and who do not work, on an on going basis, in the same pattern as full-time or part-time nurses.

5.06 Regular Employees in Temporary Positions

At the discretion of the Vice President Patient Care Services/Operations Services, or designee, a permanent full-time or permanent part-time nurse may transfer to a temporary position. Upon completion of the temporary assignment, such transferred nurse will be returned to her/his former position, department, hours and shift.

ARTICLE VI

HOURS OF WORK

6.01 Hours of Work

The regular work week will consist of forty (40) hours within a week commencing with the 7:00 a.m. shift on Sunday. The regular work day will consist of eight (8) consecutive hours for each shift, as follows:

A. Day Shift will be 7:00 a.m. to 3:30 p.m., with two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute lunch break, which may be taken off the premises with notification to the Nurse Director/supervisor. For the afternoon break, the Hospital may require the nurse to take the break at her/his work station. The Day Shift shall also include the 6:00 a.m. to 6:00 p.m. and the 7:00 a.m. to 7:00 p.m. shifts.

B. Evening Shift will be 3:00 p.m. to 11:30 p.m. with two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid supper break, which may be taken off the premises with notification to the charge nurse/supervisor.

C. Night Shift will be 11:00 p.m. to 7:15 a.m. with one (1) paid fifteen (15) minute break and one (1) unpaid fifteen (15) minute meal period. The Night Shift shall also include the 6:00 p.m. to 6:00 a.m. and the 7:00 p.m. to 7:00 a.m. shifts.

6.02 Odd Shifts

The parties recognize that certain departments of the Hospital must at times operate on odd shifts; such shifts shall be determined in accordance with the operating needs of the Hospital. A list of all scheduled alterations with starting and ending time will be distributed to the MNA Board Chairperson. The Hospital reserves the right, in the case of vacant or newly created positions, to establish and post regular positions of twelve (12) hours or less, including but not limited to, positions of 4, 6, or 7 hours. If the Hospital posts shifts of less than 8 hours the starting and ending times may be different from those listed in section 6.01. The above right does not include the right to reduce employee hours of work on a daily basis or through a reduction in force.

6.03 Alternate Shifts

The Hospital will provide the Association with the opportunity to meet with them to provide input prior to implementing any alternate shifts, (i.e., 10 hour/12 hour) on a given unit.

The opportunity to be considered for any alternate work week and/or work day schedule shall be accorded to nurses currently employed.

If a different schedule is instituted for a particular unit, a nurse who is unwilling to change from an eight hour schedule and who was not hired with the understanding that she/he may be required to work a different schedule will be permitted to transfer to a vacancy for which she/he is qualified or would be qualified to transfer to with reasonable orientation.

Regularly scheduled ten (10) and twelve (12) hour shifts will not result in overtime, except as provided in this Section 6.04 B. Ten hour shifts shall have two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal break. Twelve hour shifts shall have three (3) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal break.

6.04 Overtime

A. All authorized work in excess of forty (40) hours in a week or eight (8) hours in a day shall constitute overtime, and shall be paid with one and one half (1 1/2) times the employee's regular rate of pay holidays, vacations, and sick leave shall count as time worked in computing overtime. If a nurse works a double shift of at least fifteen and one half (15 1/2) hours consecutively, the Hospital shall pay the nurse for sixteen (16) hours of work. There shall be no pyramiding of premium pay or overtime pay. Nurses may opt to take time and one-half (1 1/2) in compensatory time in lieu of pay in accordance with operating needs of the Hospital. Compensatory time must be taken within the same pay period.

B. A nurse hired for extended hours or shift, i.e. ten (10) or twelve (12) hour shifts shall not be subject to the above overtime hours clause.

If the nurse works one of these shifts, the nurse will be entitled to overtime, according to the following schedule:

Shift	Overtime
8 hours	more than 8 hours per day
8 hours	more than 40 hours per week
10 hours	more than 10 hours per day
10 hours	more than 40 hours per week
12 hours	more than 12 hours per day
12 hours	more than 40 hours per week

C. Overtime shall be distributed as equitably as possible to qualified nurses. A list of nurses by seniority shall be posted in a conspicuous place in each unit. Lists shall be kept up-to-date by each Nurse Director relative to offers and actual additional hours and/or overtime worked. New hires will be added to the list(s) at the start of the quarter subsequent to date of hire.

Each nurse has the responsibility for indicating, at the start of each quarter, whether or not she/he wishes the opportunity for additional hours and/or overtime.

D. When a situation occurs which requires additional hours/shifts and/or overtime as determined by the Hospital, the procedure shall be:

1. Initial opportunity for additional hours/shifts will be given to part-time nurses based upon seniority lists in the unit where extra hours are needed.
2. If the extra hours/shifts cannot be distributed in accordance with #1 above then the opportunity for overtime will be given to full-time and part-time nurses based upon the seniority lists and from the unit where the extra hours are needed.
3. If the extra hours/shifts cannot be distributed in accordance with #2 above, then the opportunity for additional hours or overtime will be given to qualified nurses assigned to other units, and/or per diem nurses.
- E. 1. The Hospital agrees that RNs shall not be mandated by the Hospital to work more than two (2) hours at a time.

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2. If a nurse states that she/he is fatigued or ill the nurse cannot be mandated to work. The Hospital will not make a judgement against the nurse and/or discipline the nurse or report the nurse to the Board of Registration because the nurse states that she/he cannot accept mandated overtime because the nurse is fatigued or ill.

3. The Hospital will not use mandated overtime for RNs as a system for staffing the Hospital.

F. When, at the end of the calendar quarter, there is a complaint of a violation in the distribution of additional hours and/or overtime, the Hospital shall have a calendar quarter from the date of the complaint to correct any inequity, if sufficient hours are available in that quarter. For the purpose of this section, but for such purpose only, if a nurse refuses offered additional hours and/or overtime work then that nurse's name will go to the bottom of the overtime seniority list.

G. The above procedure does not apply to on-call, call-back, and emergency situations.

6.05 Schedules

Time schedules and days off, including rotation assignments necessitated by operational needs, shall be posted by the 15th of the month. All nurses requests for time off must be submitted in writing by the 10th of the preceding month for the schedule to be posted by the 15th of that month. (Example: time shall be posted by 12/15 for the calendar month of January, requests must be in by 12/10.) Such requests will be granted on the basis of operating needs. Once schedules are posted, no further requests will be considered, although nurses may, with prior approval from Nurse Director or designee, switch days and holidays with another Registered Nurse. Such switching may not result in overtime, and the Nurse Director or designee must approve the selected substitute. Said approval shall not be unreasonably withheld.

6.06 Weekends

A. Subject to its operating needs, the Hospital will continue its present practice of endeavoring to grant every other weekend off. A nurse may request to work every weekend as a mutually agreed upon regular schedule, or may request to work more frequent weekends than every other (i.e. work three (3) weekends/month).

The granting of this request is based on the operating needs of the nursing unit.

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B. A weekend shall be defined as two days or evenings which are Saturday and Sunday. On the night shift, an optional weekend of Friday and Saturday may be selected as a weekend rotation.

This scheduling will be determined by the operational needs of the nursing unit.

In any event, a nurse will not be paid a differential for three weekend nights.

C. It is agreed that subject to its operating needs the Hospital will continue to grant each Saturday and Sunday off to the Surgical Services nurses.

D. A nurse may, subject to operating needs, take one holiday or vacation day on her/his scheduled weekend, within a contract year. A written request must be submitted at least one month in advance to the appropriate Nurse Director. No more than one nurse in the same unit may be granted this weekend day off within the same twenty-four hour calendar day commencing from Friday twelve midnight.

6.07 Rotation

A. Nurses who regularly work the Day Shift, including nurses who work shifts less than or in excess of eight (8) hours, may be required to rotate to other shifts when necessary according to the operating needs of the Hospital. The Hospital will endeavor to assign the nurses who rotate to their regularly assigned nursing unit. The Hospital will post the list once per month. No rotation will be required for nurses with fifteen (15) or more years of service from the date of hire as a registered nurse, except in the case of those areas, where over 50% of the staff are in the fifteen (15) or more year's category, and in emergency situations.

B. The Hospital will keep a sequential list of the names of the nurses doing night rotation. The names of all newly hired nurses qualified to work the 11:00 - 7:15 shift will be placed on top of the rotation list.

C. Based upon the operational needs of the Hospital nurses rotating from 11:00 p.m. to 7:15 a.m. shift may be granted a sleep day without pay (or use vacation, holiday, or personal time) in addition to their regular days off.

6.08 Per Diem Nurse Relief

At no time can a registered nurse obtain a per diem nurse as her/his relief without the prior approval of the Nurse Director or designee. Said approval shall not be unreasonably withheld.

6.09 Increase/Decrease in Hours

Nurses who desire an increase or decrease in scheduled hours of work shall submit a dated written request to her/his Nurse Director specifying the requested changes. The Nurse Director will attempt to comply with the request if feasible. Approval of such requests shall be based on operational needs.

6.10 Hours Reduced

Hours taken by mutual agreement of the parties, as time off without pay due to excess staffing or employer request, shall be considered time worked for purposes of benefit accrual (sick time, vacation time, holiday time, etc.).

No nurse shall be floated from one unit to another (except float nurses, should they opt not to take HR [time off without pay]) to fill a slot where a nurse from that unit was granted HR from unless nurse from first unit declined HR.

Example #1:

Float Nurse: 1 on: to 2nd North
2nd North: needs help
3rd North: overstaffed: Offered HR

Example #2:

Float Nurse: non-scheduled/on duty
2nd North: overstaffed by 1 RN, all RNs decline HR
3rd North: adequate staffing, 1 RN accepts HR
therefore, 1 RN floated from 2nd North to 3rd North

**ARTICLE VII
WAGES**

- 1) Effective April 1, 2002, 6% across-the-board wage increase.
2) Effective April 1, 2003, 6% across-the-board wage increase.

**NORTH ADAMS REGIONAL HOSPITAL
SALARY SCALES FOR REGISTERED NURSES INCLUDED IN MNA BARGAINING UNIT**

EFFECTIVE 04-01-01

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 10	STEP 13	STEP 15	STEP 20
GRADE 10										
18.00	18.89	19.79	20.81	21.83	23.05	23.86	24.57	25.31	26.07	26.85
720.00	758.60	791.60	832.40	873.20	922.00	954.40	982.80	1,012.40	1,042.80	1,074.00
37,440.00	39,291.20	41,163.20	43,284.80	45,406.40	47,944.00	49,628.80	51,105.60	52,644.80	54,225.60	55,848.00

CTL

21.00	21.89	22.79	23.81	24.83	26.05	26.86	27.57	28.31	29.07	29.85
840.00	878.60	911.60	952.40	993.20	1,042.00	1,074.40	1,102.80	1,132.40	1,162.80	1,194.00
43,680.00	45,531.20	47,403.20	49,524.80	51,646.40	54,184.00	55,868.80	57,345.60	58,884.80	60,465.60	62,088.00

GRADE 13

40.50	41.00	41.50	42.00	42.50	43.00	43.50	44.00	44.50	45.00	46.00
1,620.00	1,640.00	1,660.00	1,680.00	1,700.00	1,720.00	1,740.00	1,760.00	1,780.00	1,800.00	1,830.00
84,240.00	85,280.00	86,320.00	87,360.00	88,400.00	89,440.00	90,480.00	91,520.00	92,560.00	93,600.00	95,680.00

EFFECTIVE 04-01-02

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 10	STEP 13	STEP 15	STEP 20
GRADE 10										
19.08	20.02	20.98	22.06	23.14	24.43	25.29	26.04	26.83	27.63	28.46
763.20	800.80	839.20	882.40	925.60	977.20	1,011.60	1,041.60	1,073.20	1,105.20	1,138.40
39,686.40	41,641.60	43,638.40	45,884.80	48,131.20	50,814.40	52,603.20	54,163.20	55,806.40	57,470.40	59,196.80

CTL

22.08	23.02	23.98	25.06	26.14	27.43	28.29	29.04	29.83	30.63	31.46
883.20	920.80	959.20	1,002.40	1,045.60	1,097.20	1,131.60	1,161.60	1,193.20	1,225.20	1,258.40
45,926.40	47,881.60	49,878.40	52,124.80	54,371.20	57,054.40	58,843.20	60,403.20	62,046.40	63,710.40	65,436.80

GRADE 13

42.93	43.46	43.99	44.52	45.05	45.58	46.11	46.64	47.17	47.70	48.76
1,717.20	1,738.40	1,759.60	1,780.80	1,802.00	1,823.20	1,844.40	1,865.60	1,886.80	1,908.00	1,950.40
89,294.40	90,396.80	91,499.20	92,601.60	93,704.00	94,806.40	95,908.80	97,011.20	98,113.60	99,216.00	101,320.80

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Effective 4-01-03

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8	STEP 10	STEP 13	STEP 15	STEP 20
GRADE 10										
20.22	21.22	22.24	23.38	24.53	25.90	26.81	27.60	28.44	29.29	30.17
808.80	848.80	889.60	935.20	981.20	1,036.00	1,072.40	1,104.00	1,137.60	1,171.60	1,206.80
42,057.60	44,137.60	46,259.20	48,630.40	51,022.40	53,872.00	55,764.80	57,408.00	59,155.20	60,923.20	62,753.60

CTL

23.22	24.22	25.24	26.38	27.53	28.90	29.81	30.60	31.44	32.29	33.17
928.80	968.80	1,009.60	1,055.20	1,101.20	1,156.00	1,192.40	1,224.00	1,257.60	1,291.60	1,326.80
48,297.60	50,377.60	52,499.20	54,870.40	57,262.40	60,112.00	62,004.80	63,648.00	65,395.20	67,163.20	68,993.60

GRADE 13

45.51	46.07	46.63	47.19	47.75	48.31	48.88	49.44	50.00	50.56	51.69
1,820.40	1,842.80	1,865.20	1,887.60	1,910.00	1,932.40	1,955.20	1,977.60	2,000.00	2,022.40	2,067.60
94,660.80	95,825.60	96,990.40	98,155.20	99,320.00	100,484.80	101,670.40	102,835.20	104,000.00	105,164.80	107,315.20

7.02 Shift Differential

A. Nurses who works four (4) or more hours between the hours of 3:00 p.m. and 11:00 p.m. shall receive one dollar and twenty cents (\$1.20) per hour, for each hour worked during such period. Nurses who work four (4) or more hours between the hours of 11:00 p.m. and 7:00 a.m. shall receive one dollar and fifty cents (\$1.50) per hour for each hour worked during such period. The shift differential shall be included in holiday, vacation, and sick leave payments made to nurses who regularly work the evening or night shift.

B. The 6:00 p.m. to 6:00 a.m. shift and the 7:00 p.m. to 7:00 a.m. shift shall receive the 11-7 differential for the entire shift.

7.03 Weekend Differential

Nurses working on weekend shifts (which for the purpose of this Section shall mean all shifts starting with the tour of duty beginning with the night shift on Friday through the tour of duty ending with the evening shift unless otherwise designated under Article 6.06B on Sunday) will receive additional compensation of one dollar and twenty-five cents (\$1.25) per hour for each hour worked during such period.

Effective April 1, 1995, this differential will be increased to one dollar and thirty-five cents (\$1.35) per hour, and will be increased again by \$.05 on April 1, 1996 to \$1.40 per hour.

7.04 Night Bonus

A. A night bonus will be paid to nurses who regularly work the 11:00 p.m. to 7:15 a.m. shift for three (3) consecutive months.

B. Upon completion of each three (3) month period, full time nurses on this shift will receive three (3) hundred dollars (\$300.00), and part time nurses will receive a pro-rated amount.

C. To be eligible for the above bonus, the nurse must actually work this shift for the entire three (3) month period.

D. If over a three (3) month period a nurse is rotated to this shift on a regular basis, as part of her/his normal schedule, upon completion of the three (3) months the nurse is entitled to a pro-rata bonus, provided that not more than two (2) weeks of vacation is taken during the three (3) month period.

7.05 On Call - Call Back

Any nurse on-call shall be paid at the rate of \$2.00/hour. When a unit requires on-call coverage, volunteers will be requested within the unit. If there are no volunteers within the unit, then the on-call will be offered to cross-

trained nurses from other units. When on-call, the nurse will receive on-call pay for the duration of the on-call status. If the nurse is called in to work, she/he shall continue to receive the on-call pay plus her/his regular rate of pay with a two (2) hour minimum. The nurse shall also receive charge pay when appropriate. The nurse shall be entitled to any other appropriate differentials, as defined by the agreement.

The holiday differential shall be paid for the time worked on the holiday. For Memorial Day, Fourth of July, Thanksgiving, Christmas, New Year's Day, Labor Day, Washington's Birthday, and Columbus Day nurses called in to work shall receive time and one-half plus one-half for a two-hour minimum.

Nurses who are in other units may request to be on the on-call list in a unit where they are not regularly assigned. The nurse may be called from this list when nurses from the unit where the on-call is being offered are not available. It is the Nurse's responsibility to stay oriented in this department; however, the Hospital shall determine the nurse's qualification to be on this list and to remain on this list.

Mandatory On-Call may be required of OR or PACU nurses. In the PACU, the on-call may be required:

- a) when all 8 beds in CCU are occupied
- b) the anesthesiologist will remain in building until patients are discharged to their rooms
- c) the Hospital will develop an expanded voluntary list of qualified registered nurses to do voluntary call in PACU
- d) the Hospital agrees to discuss nurses' qualifications on the expanded list for on-call, call-back in the PACU unit
- e) if a nurse is on the on-call, call-back list and she/he had not been in the PACU unit in the past four (4) months she/he will be reoriented
- f) on-call, call-back pay shall be the same as for OR nurses as provided above
- g) response time for PACU shall be within 30 minutes of notification
- h) if no one volunteers, the PACU nurse(s) whose turn it is on the rotating seniority list will be mandated to come in.

It is agreed that the Hospital will provide beepers for the nurses scheduled for on-call status. The Hospital agrees to provide an area where a nurse may stay while on-call when she/he chooses not to leave the Hospital premises.

7.06 Charge Nurse

A nurse who is assigned charge nurse of a unit for four (4) or more hours shall receive an additional one dollar and five cents (\$1.05) per hour. Charge

nurse functions are an assignment not a position and will be made by the appropriate Nurse Director. Only one nurse in Radiology, Endoscopy, Infection Control and Chemo-Therapy shall receive charge pay while working during the same time period.

7.07 Rate at Time of Hire

Newly-employed nurses may be placed in a step in the rate range in accordance with their prior experience, as determined by the Nurse Director. This placement shall not exceed the third step. However, a nurse who has worked as a Registered Nurse for five (5) or more years may be placed up to the fourth step of the wage scale.

7.08 Degree Differential

A. Nurses with a Bachelor of Science Degree in nursing will receive fifty cents (\$.50) per hour. This differential shall be included in holiday, vacation, and sick leave pay.

B. Nurses with a Master of Science Degree in nursing will receive sixty-three cents (\$.63) per hour. This differential shall be included in holiday, vacation, and sick leave pay.

7.09 Call-Back

If a nurse is not on call and is called back to work on the same day she/he was working, the nurse shall be entitled to a four (4) hour minimum at the applicable rate. If a nurse is called back to work for any other time period that the nurse was not previously scheduled to work, then the nurse shall be entitled to a three (3) hour minimum at the applicable rate. CRNA's cannot be mandated to take call or be called back into work.

7.10 Certification Differential

An additional thirty-five cents (\$.35) per hour will be paid for one area of certification only. Said certification must apply to the area where the nurse is regularly assigned. All courses approved by the American Nurses Association shall be eligible for the certification differential. All other certifications must be approved by the Vice President Patient Care Services/Operations.

7.11 Ambulance Transport

An employee engaged in the ambulance transport of a patient shall be paid in addition to her/his contract rate of pay an additional pay of one-half (1/2) of the maximum step of a registered nurse pay scale at Grade 10 for each hour of transport.

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7.12 Certified Registered Nurse Anesthetists

Newly hired CRNAs may be placed anywhere on the step scale for Grade 13. CRNA's cannot be mandated to take call or be called back into work.

7.13 Harassment Free Environment

Any employee who has a complaint pertaining to harassment should report the incident to his/her Director or Clinical Coordinator. If the alleged harassment involves the Director or Clinical Coordinator, or Case Management Coordinator, the employee should report the incident directly to the Vice President of the division.

Any such complaints will be promptly investigated with the assistance of Human Resources, and the results of the investigation reported back to the complainant.

7.14 ID Badge

Nurses are required to wear ID badges at all times while on duty. If the nurse forgets to report to work with the ID badge, she/he shall report to her/his supervisor prior to the start of the shift and she/he will be given a temporary badge for the work day.

7.15 Incentive Bonus

Float nurses will be considered staff on the Med Surg units for the purpose of an equal opportunity to sign up for incentive bonuses. The incentive bonus in place as of 4/24/01 will continue to 10/1/01. Any incentive bonus after 10/1/01 has to be agreed to by both the MNA and NARH before being implemented.

ARTICLE VIII

BENEFIT ENTITLEMENT

8.01 Part-Time Nurses Benefit Entitlement

Part-time nurses will receive benefits on a pro-rata basis. The Schedule of Benefits is to be based on the number of hours for which the nurse is hired and regularly scheduled to work, as follows:

<u>Hours of Work</u>	<u>Percent of Benefits</u>
0-15.....	No Benefits (Sec Art. XI, 11.08)

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16-23.....	40% Benefits
24-31.....	60% Benefits
32-39.....	80% Benefits
36	100% Benefits
(3 12-hour shifts)	
40 hours	100% Benefits

A change in fringe benefit entitlement will result from a permanent change in the number of hours scheduled to work per week for not less than three (3) months duration. Hours worked during the summer will not be considered as a permanent change in scheduled hours. In case of a permanent job change, the new benefit entitlement will be effective immediately.

For all part-time nurses, the appropriate fringe benefit entitlement will be calculated at the end of June and December each year by dividing the number of hours worked in those six (6) month periods by twenty-six (26) weeks. Exceptions to this occur when (1) the employee transferred permanently to a new category within the computation period in which case only those hours worked from date of transfer will be included in the calculation, and (2) the nurse was initially employed during the computation period in which case the number of hours worked will be divided by the number of weeks worked from date of hire and additional hours due to orientation will be excluded from the calculation. Leaves of absence will not be used in the computation of benefits under this Article. The appropriate change of benefit entitlement will become effective the first pay period of July and January of each year.

Temporary and Per Diem nurses will not be eligible for benefits.

ARTICLE IX

HOLIDAYS

9.01 Holidays

Ten (10) holidays are granted to nurses each year. A nurse is eligible for paid holiday after (30) days of continuous service, with the exception of the Floating Holiday which requires three (3) months of continuous service. The holidays occur during the calendar year as follows:

New Year's Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	Floating Holiday

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9.02 Work on Holiday

In order to provide adequate staffing coverage a nurse may be required to work holidays. In this case, the nurse is given another day off, preferably to be taken within sixty (60) days of the actual holiday. The nurse will be paid for any unused holidays. The nurse has the option to take pay rather than an additional day off at straight time within sixty (60) days. It is the nurse's responsibility to inform her/his Nurse Director of her/his choice thirty (30) days prior to the holiday.

9.03 Holidays Off

Holidays will be rotated as equitably as possible according to the operating needs of the Hospital.

9.04 Holiday Pay

In order to be eligible for holiday pay, a nurse must work her/his scheduled day before and after the holiday, unless it is determined that she/he is absent for good cause.

9.05 Holiday During Vacation

If any holiday falls during a nurse's vacation, one (1) day may be added to her/his vacation time.

9.06 Holiday Use on a Weekend

Floating holiday and Holiday Time may be taken on a weekend, provided the nurse obtains her/his own relief with the prior approval of the Nurse Director/Nursing supervisor (except as provided in Art. VI, 6.06, D). Such relief will not result in overtime payment. A nurse will not be required to rotate to another shift on the above mentioned holidays.

9.07 Holiday Definition

All holidays will begin at 11:00 p.m. on the eve of the holiday and end twenty-four (24) hours thereafter, except that, Christmas Day and New Year's Day will begin on December 24 at 3:00 p.m. and December 31 at 3:00 p.m. and end December 25 at 11:00 p.m. and January 1 at 11:00 p.m., respectively.

The Hospital will endeavor, subject to its operating needs, to give Christmas Day off to a nurse who has worked Thanksgiving Day and New Year's Day and to give Thanksgiving Day and New Year's Day off to a nurse who has worked Christmas Day.

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9.08 Holiday Differential

A nurse who works on Memorial Day, Fourth of July, Thanksgiving, Christmas Day, New Year's Day, Labor Day, Washington's Birthday, and Columbus Day shall be paid at the rate of time and one-half (1 1/2).

9.09 Floating Holiday

The Floating Holiday must be scheduled in advance and at the convenience of the unit.

9.10 Part-Time Nurses

For part-time nurses, the Part-Time Nurse Benefit Entitlement policy shall control, except that nurses scheduled to work on a holiday will receive eight (8) hours pay for their compensatory day off. This provision does not apply to the nurse's birthday.

ARTICLE XVACATION10.01 Vacation Policy

Vacation accrual for full-time employees shall be as follows:

<u>Years completed by Anniversary Date</u>	<u>Entitlement</u>
1 - 9	15 days
10 - 19	20 days
20 - over	25 days

The employee will accumulate vacation credits on an hourly basis upon the completion of each week. Employees will be allowed to accrue vacation hours up to eighteen (18) months, at which time, they must use a portion of that total or risk losing any amount over the eighteen (18) month total.*

Earned Vacation Credits Per Month Per Benefit Status

<u>3 weeks or 15 days</u>	<u>4 weeks or 20 days</u>	<u>5 weeks or 25 days</u>
40% 4 hours per month	5.33 hours per month	6.66 hours per month
60% 6 " " " "	8 " " " "	10 " " " "
80% 8 " " " "	10.66 " " " "	13.33 " " " "
100% 10 " " " "	13.33 " " " "	16.66 " " " "

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12 HOUR SHIFTS*

<u>3 weeks or 15 days</u>	<u>4 weeks or 20 days</u>	<u>5 weeks or 25 days</u>
60% 6 hours per month	8 hours per month	10 hours per month
100% 9 hours per month	12 hours per month	15 hours per month
(+) 1 hour non-prod.	(+) 1.33 non-prod.	(+) 1.66 non-prod.

RE: 12 hour shifts personnel:

- a) 2 - 12 hour shifts = 60%
- b) 3 - 12 hour shifts = 100%

Examples

An individual with 4 wk./year vacation accrual status earns 12 regular hours a month (plus 1.33 hours/month nonproductive).

Scenario #1

If she/he takes one vacation day in a week, 12 hours are deducted from the balance of regular vacation hours:

Monday 12 hrs +	Friday 12 hrs. +	Saturday 12 hrs.	Person receives 24 hours of regular pay, 12 hours of vacation pay, and 4 hours of nonproductive (as well as any applicable differentials)
Vac.	Worked	Worked	

Scenario #2

If she/he takes two vacation days in a week, 24 hours are deducted from the balance of regular vacation hours:

Monday 12 hrs. +	Friday 12 hrs. +	Saturday 12 hrs.	Person receives 12 hours of regular pay, 24 hours of vacation pay, and 4 hours of nonproductive (as well as any applicable differentials)
Vac.	Vac.	Worked	

(2/3 of 4 hrs. NP or 2.67 hrs. relates to the 24 hrs. vac.)

Scenario #3

If she/he takes three vacation days in a week, 36 hours are deducted from the balance of regular vacation hours:

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Monday	Friday	Saturday	
12 hrs. + 12 hrs. + 12 hrs. =			Person receives 36 hours of vacation pay and 4 hours of nonproductive (as well as any applicable differentials)
Vac.	Vac.	Vac.	

(3/3 of 4 hrs. NP or 4 hrs. relates to the 36 hrs. vac.)

10.02 Vacation Scheduling

(A) A nurse must complete six (6) months of continuous employment before being eligible to use accrued vacation time. Subject to the operating needs of the Hospital, and the procedures set forth below, vacation may be taken at any time during the year, and in increments of less than one week, if so desired. It shall be the responsibility of the Nurse Director to arrange coverage.

Requests for vacation time shall be submitted per the following time schedule:

- (B) Requests for June through August shall be submitted by March 15th.

The Nurse Director shall respond to these requests within thirty (30) days after the above receipt dates.

Seniority shall be the determining factor in resolving conflicts among nurses who make such requests. If a conflict occurs between two or more nurses, the nurse who did not receive the vacation time may register the conflict with the Nurse Director, in writing, within fifteen (15) days after the vacation request was denied. If a conflict in vacation requests should then occur in the succeeding year for the same time period among the same nurses who registered the conflict, the most senior nurse registering the conflict will be granted the vacation time.

(C) Requests for the rest of the year shall be on a "first come, first served basis if the request is submitted not more than one year in advance."

(D) Once vacation is scheduled, it shall be deemed to have been taken, for purposes of resolving conflicts, notwithstanding any occurrences to the contrary.

(E) Vacations will always be scheduled according to the operating needs of the Hospital.

(F) Vacation days will be taken on a weekend provided that the nurse obtains her/his own relief with the prior approval of the Nurse

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Director (except as provided in Article VI, 6.06, D). Such relief will not result in overtime payments.

10.03 Pro-Rata Vacation Policy

1. Part-time nurses according to fringe benefit category as per 10.01.
2. A nurse on an unpaid leave of absence does not continue to accrue vacation time.

10.04 Vacation Pay Advance

A nurse may be paid in advance for the week(s) to be used as vacation, if she/he notifies in writing her/his Nurse Director on Sunday in advance of the date her/his vacation starts. This payment will then be made on the regular payday just prior to scheduled vacation.

10.05 Maximum Vacation Accruals

The maximum amount of vacation that can be accrued is noted in the following maximum accrual chart:

	<u>Maximum Accruals</u>		
	<u>3 weeks or 15 days</u>	<u>4 weeks or 20 days</u>	<u>5 weeks or 25 days</u>
40% Benefits	96 hours	128 hours	160 hours
60% Benefits	144 hours	192 hours	240 hours
80% Benefits	192 hours	256 hours	320 hours
100% Benefits	240 hours	320 hours	400 hours

The above amounts will be maximum accruals through September, 1992.

Following September 30, 1992 the following will be maximum accruals amounts:

40% Benefits	72 hours	96 hours	120 hours
60% Benefits	108 hours	144 hours	180 hours
80% Benefits	144 hours	192 hours	240 hours
100% Benefits	180 hours	240 hours	300 hours

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12 Hour Shifts

	<u>3 weeks or 15 days</u>	<u>4 weeks or 20 days</u>	<u>5 weeks or 25 days</u>
60% Benefits	144 hours	192 hours	240 hours
100% Benefits	216 hours	288 hours	360 hours

The above amounts will be maximum accruals through September, 1992. Following September 30, 1992 the following will be maximum accruals amounts:

60% Benefits	108 hours	144 hours	180 hours
100% Benefits	162 hours	216 hours	270 hours

10.06 Hospitalization

Hospitalization or confining disability with a physician's certificate suffered during a nurse's scheduled vacation will be considered as sick time. Vacation will resume at a mutually agreeable time.

10.07 Worked Vacation Periods

Employees with the approval of her/his Nurse Director or Case Management Coordinator may work up to one week of their vacation time in full day increments per calendar year. In such circumstances the employee shall receive the vacation time at her/his regular rate of pay in addition to any other pay received by the employee during that time period. This time shall only be granted where the employee has requested to work and the Nurse Director or Case Management Coordinator would have filled the position with other bargaining unit personnel.

ARTICLE XISICK LEAVE11.01 Sick Leave

Sick leave is available only to cover nurses when ill. Claiming sick leave when no illness exists will be considered subject to disciplinary action. A nurse who reports ill for a period of one (1) week or more will bring a statement from her/his physician certifying the illness over the period of absence. In addition, the Nurse Director may require certification of illness from nurses whose sick leave pattern suggests abuse of sick leave (for example, out sick before a holiday or weekend, etc.). When Proof of Illness is requested and the nurse is unable to provide it, the nurse will be marked for an absent, unpaid day.

11.02 Amount of Sick Leave

A. The sick leave year will be computed from January 1st through December 31st.

B. Sick leave shall be accrued but not paid during the probationary employment period.

C. Sick leave benefit is eight (8) hours per month to be earned on a monthly basis.

11.03 Sick Leave Accrual

Nurses are entitled to unlimited accrual of sick leave.

11.04 Personal Reason Days

A nurse may use three (3) days of accrued sick leave per year for personal reasons. Personal reason days must be taken within the calendar year; otherwise they shall remain as accrued sick leave days. When taken as a personal reason day, such time shall be scheduled in advance according to the operating needs of the hospital, except in emergency situations where personal reason days may be granted at the discretion of the Nurse Director/Clinical Coordinator or Case Management Coordinator.

Nurses with three years' Hospital-wide seniority by December 31 may use one additional day of accrued sick leave per year for personal reasons in the following year. Nurses with five years' Hospital-wide seniority by December 31 may use one additional day of accrued sick leave per year for personal reasons in the following year.

11.05 Sickness on Duty

Any nurse who reports for work and must leave due to illness, may be paid for time actually worked. The remainder of the day will be charged to sick leave if the nurse has any accumulated.

11.06 Accrued Sick Time Reimbursement

A. Any nurse who terminates or retires after ten (10) years of consecutive service will be reimbursed fifty percent (50%) of her/his accrued sick time over 400 hours. Any nurse who terminates or retires after twenty (20) years of consecutive service will be reimbursed seventy-five percent (75%) of her/his accrued sick time over 400 hours.

B. Any nurse may also opt to use the following Annual Attendance-Based Plan in addition to paragraph A above:

Employees with less than 4 sick absences in a calendar year and who have at least 42 days (336 hours) pro-rata for part-time staff may, in January of the following year, request a cash payment (based on benefit status and hourly rate in effect for the final pay period of December) according to the following charts:

<u>Full-Time Employees</u>			
<u>Maximum Cash Payment</u>		<u># Hours Subtracted From Sick Leave Accrual</u>	
<u># Sick Absences/Year</u>	<u>Days</u>	<u>Hours</u>	
0	4	32	64
1	3	24	48
2	2	16	32
3	1	8	16

Part-Time Employees

<u># Sick Absences/Year</u>	<u>Days</u>	<u>Hours*</u>	<u>Subtract Hours**</u>	<u>Required Hours of Accrual</u>	<u>Benefit Status</u>	<u>Hours</u>
0	4	32	32	80%	-	269
1	3	24	24	60%	-	202
2	2	16	16	40%	-	134
3	1	8	8	0-15 hours	-	64

Employees in both categories may request less than their maximum but for full-time employees the amount must be in 8-hour increments, and for part-time employees in increments equal to their normally scheduled hours.

The buy-back at time of employee termination is automatically paid; employees eligible for the attendance-based buy-back, must obtain a Sick Leave Buy-Back Request Form from their department head and complete and return it to the department head by January 15th of the request year. Requests submitted beyond that date cannot be honored.

11.07 Part-Time Nurses Pro-Rata Sick Leave

For part-time nurses, sick leave will be credited as follows, with the percentages based on the twelve (12) days per year for full-time nurses:

<u>Benefit Category</u>	<u>Sick Leave Earned</u>
80%	10 Days per Year
60%	7 Days per Year
40%	5 Days per Year

*Hours - Based on hours regularly worked.

**The number of hours subtracted from sick leave accrual equals two times hours paid.

It should be noted that these days are earned on the basis of one (1) per month, within the calendar year, the same as the system used for full-time employees.

11.08 Part-Time Nurses Working 4-15 Hours

Part-time nurses regularly scheduled to work 4-15 hours per week shall accrue three (3) personal reason/sick days per year at the rate of two (2) hours per month for a total of three (3) days per year. When taken as a personal reason day, such time shall be scheduled in advance according to the operating needs of the hospital. Such personal reason days must be taken within the calendar year; otherwise they shall remain as accrued sick leave days.

11.09 Donation of Sick Leave Credits

A. Employees with accumulated sick leave credits of over 200 hours will be allowed to donate up to 80 hours of their accrual to a fellow employee who presents a compelling personal need for the donated sick time as mutually determined by the Department Head, the Divisional Vice President and Director of Human Resources. The Hospital shall not release the name(s) of employees who donate said hours.

B. The donated sick leave credits will be deducted from the donor's accrual on an hour for hour basis and will be paid to the recipient at the lower rate of the donor/recipient pay scale.

ARTICLE XII

INSURANCE/HEALTH BENEFITS

12.01 Health Insurance

The Hospital offers membership in either the Blue Cross/Blue Shield of Massachusetts or in a health maintenance organization. The Hospital will pay seventy-five percent (75%) of the premium for both Family and Individual Membership for nurses who work thirty-two (32) or more hours per week, and a proportionately smaller amount for nurses in the forty percent (40%) and sixty percent (60%) fringe benefit categories. Deductions from paychecks are made on a weekly basis and are started one month in advance of the effective date of the coverage which is the first day of the following month. This is the case for both new subscribers and for persons who already hold membership in Blue Cross/Blue Shield of Massachusetts from another group or on a non-group basis. For nurses who change their work schedule so that a change in fringe benefits status is required, the increase or decrease in premium paid will be made on the first of the month following the effective date of the change in hours.

The Hospital may substitute another health insurance plan in place of Blue Cross/Blue Shield of Massachusetts provided the benefits shall be equivalent or better.

12.02 Dental Insurance

The Hospital will continue to provide a dental plan with the hospital paying sixty-four percent (64%) of the premium for individual coverage and forty-five percent (45%) of the Family coverage. Pro-rata payments shall apply to nurses working less than thirty-two (32) hours per week. If any improvements in the Dental Plan are offered to the non-union employees, the same improvements will be offered to all employees represented by the MNA to be accepted or rejected at the MNA's option.

12.03 Life and Accidental Death/Dismemberment Insurance

The Hospital will provide Life and Accidental Death and Dismemberment Insurance in the amount of one times the nurses yearly base salary rate for nurses in the bargaining unit provided they meet the eligibility requirements set forth in the Hospital Personnel Policies and in accordance with the Age Discrimination and Employment Act. Nurses in the sixty percent (60%) benefit entitlement category will receive Twelve Thousand Dollars (\$12,000) in life insurance benefits. Nurses who terminate employment may opt to continue this policy except that nurses aged sixty-five (65) shall have the insurance reduced in accordance with the Age Discrimination and Employment Act.

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12.04 Liability Insurance

The Hospital will continue to insure each nurse under its liability policy.

12.05 Worker's Compensation

The Hospital will continue to insure each nurse under the Massachusetts Worker's Compensation Act.

12.06 Pension Plan

All nurses eligible under the Employee Retirement Income Security Act of 1974 shall have the option of participating in the Hospital retirement plan. NARH will contribute 2% to the NARH retirement income plan. The nurse will contribute 1.25% to this plan. In addition, the Hospital will contribute 2% to the NARH discretionary contribution plan. These contributions are made on a yearly basis as stipulated by the plan document. Participation in this plan is on a voluntary basis.

12.07 Pre-Employment Physicals

Newly-employed nurses must pass a physical examination prior to employment by the Employee Health Service and shall include lab work and drug screen.

12.08 Annual X-Ray/Lab Tests

Annual Chest X-Ray, CBC, and urinalysis will be provided for nurses who so desire. TB Skin Tests are required by the Hospital. The tests and the reading of the results of the tests will be performed during the nurses regular shift.

12.09 Pharmacy Discount

Subject to the applicable Rules and Regulations established by the Commonwealth of Massachusetts the Hospital will continue its present Hospital Pharmacy discount policy.

12.10 Disability Insurance

The Hospital will provide a payroll deduction Disability Insurance Plan at full cost to the nurse.

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12.11 Insurance Pre-Tax Plan

The Hospital will continue to offer a pretax plan for employees carried under the Hospital's health, dental and life insurance plans pursuant to section 125 of the Internal Revenue Code.

ARTICLE XIIIPAID LEAVES OF ABSENCE13.01 Bereavement Leave

In the event of death of father, mother, brother, sister, (step and foster relations included) paid absence will be granted for a period of up to three (3) days. In the event of death of a spouse or child, paid absence will be granted for a period of up to five (5) days. In the event of death of a parent-in-law, grandchild or a grandparent, paid absence will be granted for a period of up to two (2) days. In the event of death of other "in-law" relationships, paid absence will be granted for up to one (1) day.

All paid absences are to be taken within seven (7) days of the death, except in the case of extenuating circumstances. In such a case, permission to take the bereavement day(s) beyond the seven (7) day period will not be unreasonably withheld.

13.02 Jury Duty

Any nurse called for jury duty will receive the difference between her/his regular earnings and her/his payments for jury service for regularly scheduled work periods. The nurse must make arrangements with the Nurse Director in advance of such absence. On return from serving on jury duty, a jury duty statement must be furnished indicating fees paid by the Court.

13.03 Military Leave, Reserve

Any full-time nurse or part-time nurse with one (1) or more years of continuous service with this Hospital who is a member of a military reserve organization of the Armed Services of the United States as a registered nurse and is required to report for training shall be eligible for compensated military leave. This Hospital will compensate a nurse on military leave by making up the difference between the amount she/he would have received as pay for her/his regularly scheduled work week up to forty (40) hours and that pay which she/he received from the Government. (A statement indicating wages received for military duty signed by the employee's commanding officer or finance officer shall be presented to Human Resources). However, the Hospital

shall not be obligated to compensate an employee beyond a fifteen (15) day training period.

The Hospital shall be notified as soon as possible after the employee is notified of a planned Military Leave of Absence. The Hospital has the right to verify that the employee has received military orders. After the annual fifteen (15) calendar day training period has been ended, the employee may continue training in an unpaid employment status or by using accrued benefit time at the employee's choice.

13.04 Court Appearance

Any nurse who is required or requested by the Hospital to appear in court on its behalf shall be considered to be on working time during such appearance.

ARTICLE XIVUNPAID LEAVES OF ABSENCE14.01 Leaves of Absence

A leave of absence shall be any predetermined, authorized absence without pay, which is allowed at the request of the eligible nurse through the Nurse Director, and subject to those regulations as specified in this Agreement for the particular type of leave involved.

Nurses may request a temporary reduction in hours of work, including hours within a shift, and still retain their position, for 30 day increments up to a maximum of 90 days, when returning from a leave of absence for child birth, adoption, education, personal or family illness.

The request for a temporary reduction in hours shall be submitted to the Nurse Director or Case Management Coordinator on a proper form at least one (1) month in advance of the requested 30 day time period, unless such notice is beyond the control of the employee.

Extensions for a temporary reduction in hours must be submitted in writing, to the Nurse Director or Case Management Coordinator at least two weeks (2) in advance and approved at least one (1) week in advance of the expiration of the previous leave.

The granting of these requests shall be subject to operational considerations. Employee benefit status will not be effected as a result of the granting of the request.

14.02 Extensions

Extensions to a leave must be submitted in writing to the Nurse Director at least two (2) weeks in advance and approved at least one (1) week in advance of the expiration of the previous leave.

14.03 Eligible

A nurse shall not be eligible for a leave of absence in an amount greater than indicated in this Agreement without the written approval of the Vice President Patient Care Services/Operations Services, but in no case will leave of absence exceed one (1) year.

14.04 Requests for Leave

Request for leave of absence shall be submitted to the Nurse Director on the proper form at least one (1) month in advance, unless such notice is beyond the control of the nurse.

14.05 Unable to Return

If the nurse is unable to return to work after the expiration of all eligible leave, she/he will be terminated and may reapply for employment if she/he later wishes to return.

14.06 Return from Leave Notification

Before returning to work from a leave of absence, the Nurse Director must be given as much notice as possible, but not less than two (2) weeks, in order to enable her/him to reinstate the nurse.

14.07 Maternity/Paternity Leave

A nurse shall be eligible for maternity/paternity leave of absence under the following conditions:

A. Up to 120 calendar days, from the date of delivery, or from date of adoption. A nurse may opt to use accumulative sick leave of 5, 4, 3, or 2 days a week, provided she is physically unable to work, due to pregnancy, childbirth, or post-partum conditions, as verified by her attending physician, certified nurse midwife, or nurse practitioner.

A nurse may opt to use accumulative vacation time prior to or after the leave of absence. The Hospital will pay its usual percentage of medical

insurance for a minimum of six (6) weeks (12 weeks if the nurse is eligible for coverage under the Family and Medical Leave Act of 1993).

B. Whenever a nurse becomes pregnant, regardless of length of service or number of hours worked, she shall request and have completed the Maternity Questionnaire within a reasonable period of time but not less than four (4) months previous to the expected date of normal confinement. It shall be the requesting nurse's responsibility to see that the Maternity Questionnaire is completed by her physician and returned to the Nursing Office.

C. Extensions will be granted up to a year in three (3) month blocks.

D. A nurse may return to work prior to the expiration of the leave subject to a two-week notice and the operating needs of the Hospital.

14.08 Personal Illness

Any full-time nurse or part-time nurse shall be eligible for a leave of absence without pay for a period of ninety (90) days beyond any accumulation under the Paid Leave Clause for personal illness or accident. The term "illness" shall mean medical inability to work for cause not covered under the Worker's Compensation Act whether due to accident or otherwise. Extensions may be granted in three (3) month blocks/ but in no case may the leave exceed one (1) year. Nurses may return prior to the expiration date of the leave, with a minimum two (2) weeks notice to the Nurse Director, or designee.

14.09 Industrial Accident Leave

A nurse who is absent because of industrial accident, which occurred at this Hospital, will be eligible for a leave of absence for a period of ninety (90) days or until approved for return to work by the attending, and the insurance carrier's, physician.

A nurse who is absent because of industrial accident, which occurred at this Hospital, may supplement Worker's Compensation benefits in combination with accrued sick leave up to a total of eighty percent (80%) of normal week's salary.

14.10 Personal Leave

Any full-time nurse or part-time nurse of one (1) or more years of continuous service may be eligible for a leave of absence without pay for personal reasons. Such leave may not exceed thirty (30) calendar days but may be extended for an additional period (not to exceed thirty (30) calendar days) at the nurse's written request.

A. Leave will not be granted in order to allow a nurse to accept other employment.

B. Said leave is in the discretion of the Nurse Director.

14.11 Critical Illness or Death in the Immediate Family

Any full-time nurse or part-time nurse of three (3) or more months of continuous service with this Hospital shall be eligible for leave without pay in a case of critical illness or death in the immediate family. The immediate family shall include spouse or children or parent living in the same household. Said leave may not exceed sixty (60) calendar days, subject to Section 14.02 of this Article. Employees with five (5) years' seniority may receive ninety (90) days' leave.

14.12 Educational Leave

A full-time nurse of one (1) or more years of continuous service with this Hospital may be eligible for leave without pay for the purpose of furthering professional growth and development which will be of value to the Hospital on the return of the nurse. Said leave may be granted up to twelve (12) months on written application. Said leave is in the discretion of the Vice President Patient Care Services/Operations.

14.13 Military Service

A nurse who has been inducted, enlisted or recalled to active service for an extended period of time shall be reinstated as on original date of hire upon return if she/he complies with Federal Law pertaining to veterans.

14.14 Less Than Thirty Days Leave

If a nurse is required to be absent from the Hospital for a period of less than thirty (30) days, she/he may be given a leave without pay, at the discretion of the Nurse Director. To qualify for such leave, the absence must be definitely anticipated to be less than thirty (30) days; if it is known in advance that the absence will be longer than this, the nurse is required to request regular leave of absence. A leave without pay does not affect earning or using fringe benefits. All vacation time must be used prior to the commencement of this leave.

14.15 Leave of Absence - Accrued Benefits

No benefits are earned while on leave of absence, except that the Hospital will continue to pay its portion of the medical insurance premium for

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employees on leave of absence for illness for a period of thirty (30) days, and six (6) weeks for employees on leave of absence for maternity/paternity.

Any nurse who returns from a paid or unpaid L.O.A. within the contractual time limits of the MNA/NARH contract, continue to accrue seniority (both hospital wide and bargaining unit) during said L.O.A.

14.16 Return from Leaves

A nurse returning within one-hundred twenty (120) days from a maternity/paternity leave of absence or ninety (90) days from a leave of absence due to illness, critical illness, or death in the immediate family will be reinstated to her/his former position, which includes shifts, hours, classification and unit. A nurse returning within one (1) year from any other leave of absence will be granted a similar position, if available, and the first opportunity to return to her/his former position.

ARTICLE XV

EMPLOYMENT STATUS

15.01 Vacancies

Vacancies in all units will be posted for a period of seven (7) days. Applications must be made in writing to the Employment Specialist within the seven (7) day period. All lateral transfers will be filled on the basis of qualifications, as determined by the Nurse Director. Where qualifications are relatively equal, seniority will prevail. All applicants shall be notified within seven (7) days after the position posting has ended, and within thirty(30) days the nurse shall assume her/his new position.

All newly-hired nurses will be required to stay in the position of hire for one year, unless waived by mutual agreement of the Hospital and the nurse involved.

The nurse may opt, after completing a year of service to transfer laterally. This can occur once in each twelve (12) month period, unless waived by mutual agreement of the Hospital and the nurse involved.

15.02 Promotions

When a promotional vacancy in the bargaining unit occurs, it shall be filled by the most qualified applicant as determined by the Nurse Director. If there are applicants of relatively equal ability as determined by the Nurse Director, then seniority shall be the determining factor in the selection. If there are no qualified applicants within the bargaining unit as determined by the

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Nurse Director, then the Hospital may return from outside the bargaining unit. If the promotional position remains vacant for a period of thirty (30) days from the date of the posting, it will be reposted in accordance with this clause.

Promotional vacancies will be posted on a bulletin board for a period of seven (7) days. Applicants must be made to the Director of Human Resources, in writing, within the seven (7) day period. All applicants shall be notified within seven (7) days after the position posting has ended and within thirty (30) days the nurse shall assume her/his new position. There shall be a promotional probationary period of sixty (60) days during which time the Hospital may return the nurse to her/his former position at the discretion of the Nurse Director. Further, the nurse may, during the probationary period, elect to return to her/his former position.

15.03 Job Postings

A copy of all R.N. job postings will be sent to the Chairperson of the bargaining unit. Included on the copy to the Chairperson shall be the name of the R.N. who vacated the position or an indication that it is a new position. All postings of vacancies will remain on the MNA bulletin board until filled. The Hospital agrees to provide a glass covered locked bulletin board for the posting of job vacancies.

15.04 Orientation

Every newly employed nurse will participate in an orientation program of a minimum of 120 hours, unless the background and experience of the nurse indicates that 120 hours are not necessary. Part-time nurses will be required to participate to satisfy the 120 hours. New orientees will not take charge during the 120 hours minimum orientation period unless the Nurse Director and the employee feel she/he is prepared for charge experience. Nurses permanently assigned to new areas, new duty changes or shift changes will receive a reasonable amount of orientation.

The Hospital will attempt to bring the initial orientation as close to the actual rotation as possible for those nurses rotating to the night shift.

15.05 Performance Evaluation

Each nurse will receive a copy of her/his evaluation which shall be completed by the Nurse Director(s) of the assigned area(s) for the duration of the current evaluation.

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15.06 Personnel Files

Nurses may review the contents of their Personnel file upon making an appointment with the Human Resources staff.

Any oral or written reprimand, negative letter, or other adverse material given to a nurse which is followed by eighteen (18) months during which time no other reprimand, negative letter, adverse material and/or other disciplinary action is taken against that employee shall be considered invalid, except those relating to patient abuse or major rule infractions. Such materials will not be placed in the nurse's personnel file unless the nurse has had an opportunity to review the material.

The nurse will acknowledge that she/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The nurse will also have the right to submit a written answer to such material and her/his answer shall be reviewed by the Vice President Patient Care Services/Operations and attached to the file copy.

When a complaint, negative letter, or other adverse material is received by the Hospital about one of its nurses, the material will not be placed in the nurse's personnel file until an investigation has been conducted and unless some or all of the allegations appear to be warranted. The conclusion of the investigation will be placed in the nurse's file with the negative material. If the Hospital determines that the allegations are not warranted, the materials will not be placed in the nurse's personnel file.

15.07 Non-Discrimination

Neither the Hospital nor the Association will discriminate against any nurse because of race, color, age, creed, sex, national origin, marital status, or handicap.

15.08 Discipline

A nurse will be disciplined, discharged, or demoted only for just cause provided that a nurse may be terminated during her/his probationary period without recourse by the nurse or the Association.

15.09 Notice of Resignation

When a nurse intends to resign she/he shall give the appropriate Nurse Director three weeks advance, written notice, with a copy to the Vice President of Human Resources.

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ARTICLE XVISENIORITY16.01 Seniority

A. Bargaining Unit Seniority means length of time a nurse has been continuously employed with the Hospital from the last date of hire as a registered nurse, except for those per diem nurses included in the bargaining unit whose seniority shall be based upon hours worked. (See Appendix I). Bargaining Unit Seniority shall be used in determining wage increments, lay-off preference, vacancies and promotions in the bargaining unit in accordance with the provisions of the Agreement which deal specifically with these matters.

B. A nurse will acquire Bargaining Unit Seniority after completion of the ninety (90) day probationary period, which seniority will be computed from the nurse's date of hire as a registered nurse, except as noted in Section 16.03.

C. Effective 10-1-76, prospectively, a nurse with three (3) years of continuous service who terminates and is re-employed within eighteen (18) months shall receive one-half (1/2) of her/his former bargaining unit seniority after three (3) additional years of continuous service.

D. (1) An RN currently in a non-bargaining unit RN position can only bid on bargaining unit positions which are vacant for reasons other than reduction in force.

(2) Once said RN has successfully bid on such a position her/his bargaining unit seniority shall be computed, based upon continuous service from most recent date of hire, using the following formulas:

- a. All service while employed as an RN up to October 1, 1976, shall count as Bargaining Unit Seniority, and
- b. After October 1, 1976, only service in an RN bargaining unit position shall count as Bargaining Unit Seniority.

E. In the case of an RN who has worked in the Hospital as an LPN, seniority shall be calculated as union seniority from last date of hire as an RN plus one (1) month for each year of LPN seniority only when said RN has worked as an RN for five (5) years or more. This seniority should only be used in case of Reduction In Force or in applying for posted positions.

F. For nurses hired on the same date, seniority ranking among those nurses shall be determined by calculating the number of hours worked from date of hire to the date the MNA is notified of any layoff. After the execution of this agreement, the Hospital and MNA agree to have designated individuals

review the available hourly records of all employees hired on the same date to determine their seniority ranking and the total hours worked through December 31, 1996.

16.02 Hospital-Wide Seniority

Hospital-Wide Seniority means length of time a nurse has been continuously employed with the Hospital from the last date of hire in any position with the Hospital. Hospital-Wide Seniority shall be used in determining fringe benefit entitlement and vacation scheduling.

16.03 Loss of Seniority

Seniority will be lost by:

- A. Resignation.
- B. Discharge for just cause.
- C. Accepting employment while on leave of absence without permission of the Hospital.
- D. Failure to return from approved leave.

E. Failure to return to work when recalled from lay-off when the position offered is the same classification, unit, (as specified in Section 17.05), shift, and hours as the position the nurse held prior to lay-off within:

1. One (1) week for a lay-off not exceeding six (6) months; and
2. Two (2) weeks for a lay-off not exceeding eighteen (18) months.

Said notice shall be sent by certified mail to the nurse's last-known address as indicated by the Hospital Personnel records.

F. Failure to be recalled from lay-off for a period equal to the seniority accumulation, but no greater than eighteen (18) months.

G. Failure to report to work for three (3) consecutive days without notice to the Nurse Director.

ARTICLE XVIIREDUCTION IN FORCE17.01 Reduction in Force

A. 1. If a reduction in force becomes necessary the Hospital shall notify in writing the Bargaining Unit Chairperson, or designee, and the MNA main place of business. The written notice will either be hand delivered or mailed return receipt requested no less than fourteen (14) calendar days prior to the scheduled reduction in force. The parties shall then confer in an attempt to find a reasonable solution.

2. Said fourteen (14) calendar days' notice period shall only be waived if an emergency situation results in a lack of work so suddenly that providing the above notice would not be possible.

3. All RNs who are scheduled to be laid off shall be notified at least fourteen (14) calendar days prior to the implementation of the reduction in force except in the emergency situation noted above. This notice is to be either hand delivered or mailed return receipt requested.

4. Unless otherwise agreed during the conference referred to in Section A 1 above, the reduction in force shall be made in accordance with the following sections:

B. The notice referred to in Section A3 above will contain the classification, unit, shift, and area to be affected, and the total number of hours to be reduced in that unit/area. (Henceforth to be referred to as the RIF location).

C. For purposes of lay-off, the Hospital's units are: (The specific floors would be defined, e.g., 3rd General.)

- | | |
|------------------------------|--------------------------|
| a. Medical/Surgical & Floats | i. Anesthesia |
| b. Operating Room | j. Ambulatory Surgery |
| c. Recovery Room | k. Chemo-Therapy |
| d. Critical Care | l. Specialty Float Nurse |
| e. Maternity | m. Endoscopy |
| f. Emergency Department | n. Greylock Pavilion |
| g. Employee Health | |
| h. Case Managers | |

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D. During RIF, present board members cannot be bumped from their present positions but cannot bump into a position of higher seniority.

17.02 Procedure

A. The Hospital will prepare a seniority list of all nurses in the RIF location. Starting with the least senior RN (Probationary RN, if any), the Hospital shall eliminate RN positions until the required number of hours has been reduced.

This procedure may result in the partial elimination of a position. (For example, forty (40) hours need to be reduced in the Staff RN position in Med/Surg, Day Shift, 3rd General. The least senior employee working in that classification, unit, shift, and area works thirty-two (32) hours. She/he would be laid off. The next least senior that meets the above criteria works forty (40) hours. She/he would have her/his hours reduced from forty (40) to thirty-two (32) hours).

B. If the reduction in force results in the partial elimination of the position of the last nurse affected, and that nurse opts not to accept the reduced hours, the position will be offered in order of seniority to nurses targeted for lay-off or displaced through the exercise of bumping rights. If the position is not filled in this manner, the usual vacancy procedures in Article XV shall apply.

C. The nurse(s) laid off, or whose position is partially eliminated, may exercise the following options:

1. Accept the lay-off without penalty unless a position is available, through posting or displacement, where the only difference from the nurse's prior position is in the Med/Surg area worked.

2. Retain her/his prior position at reduced hours, if applicable.

3. Exercise bumping rights as provided in Article 17.03 below.

4. Preference will be given to RIF nurses for vacancies that have not been filled at the time written notification is given to the MNA of a RIF and any posting occurring during the notice period prior to the RIF. If a vacancy is filled, whether by an internal or external candidate, just prior to written notification of a RIF to MNA, then RIFed nurses will not be given preference for these positions as long as the MNA chairperson had been notified by dated e-mail and a hard copy of the individual who was selected for the position prior to the date of written notification to the MNA of the RIF.

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17.03 Displacement Procedures

The Hospital shall then draw up a Master List of all bargaining unit RNs, all three (3) shifts combined. Then each RN whose position has been eliminated, as per subsection 17.02 herein, shall have her/his name circled on said Master List.

Starting with the most senior RN circled, each RN shall have the opportunity to select one of the following options:

- (1) The nurse shall be laid off.
- (2) The nurse may displace any RN on the Master List with less seniority provided she/he accepts the shift and hours of said less senior RN using the following formula:

<u>Laid Off From</u>	<u>May Bump Into</u>
A. Any Unit, except Anesthesia	The Nurses own unit, Med/Surg, Greylock Case Management, Float and ASU
B. Med/Surg, Floats ASU, Greylock and Case Management	Med/Surg, Floats, ASU, Greylock and Case Management

RNs cannot bump into or out of Anesthesia. In the event of a reduction in force, the Clinical Team Leader positions for purposes of lay off and bumping will be treated as a member of the specific departments in which they work. For instance, the Clinical Team Leader on 3rd North will fall under the seniority list for 3rd North, Maternity under Maternity, CCU under CCU, etc. The one department that is not so obvious is Surgical Services. For purposes of clearly defining the process for the Surgical Services Department, the Clinical Team Leader will be a part of the seniority list for the Operating Room if they came out of the Operating Room; the Recovery Room if they came out of the Recovery Room; Ambulatory Surgery if they came out of ASU; Endoscopy if they came out of Endoscopy. If the nurse did not come out of one of these specific units, she/he will be cross-trained for ASU and shall become a member of that seniority list for purposes of layoff and bumping.

In addition, RNs may displace into any unit if they have been previously permanently assigned and not removed from that unit for documented unsatisfactory work performance for at least six (6) months within the past two (2) years, or has worked as an RN at least twenty percent (20%) of her/his hours worked in the last calendar year in the unit where she/he wishes to displace.

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- (3) The nurse may select an RN vacancy, vacant for reasons other than RIF.

The exercise of all bumping rights must be exercised within seven (7) calendar days of the initial RIF notice to the affected RNs. An intent to displace or to accept lay-off must be given, in writing, to the Director of Human Resources, or designee, as soon as possible. A nurse selecting one of her/his options must make a decision within four (4) hours and must accept the exact position, including hours, of the nurse displaced.

In the event of any reduction in force, per diem and/or temporary nurses will not be used in the RIF location, unless a nurse on lay-off opts not to return on a relief and/or temporary basis in that location when offered such an opportunity. There is no intent to consistently assign temporary and/or per diem nurses to a position in order to avoid creation of a permanent position.

Despite the above provisions, bumping may not be allowed in a particular area where the number of remaining trained staff would be reduced by more than 50%.

17.04 Benefits

As of the implementation date of lay-off each laid off nurse shall have the following two options regarding her/his accrued vacation and holidays:

- (1) Lump sum payment for all accrued hours.
- (2) Payment as per their pre-lay-off position on a weekly basis until all is paid.

No benefits or seniority accrue to a nurse while she/he is on lay-off. A nurse on lay-off is entitled to remain in the medical/insurance group for a period of eighteen (18) months from the date of lay-off, provided, (1) she/he pays the full premium by the date indicated in the Hospital's notice to the employee, and (2) except that the Hospital will pay its share of medical insurance premiums for a period of thirty (30) days from the date of lay-off.

17.05 Recall

Vacancies will be posted in house per Article 15.01 Vacancies. Laid off nurses will be mailed copies of all vacancies and may apply per Article 15.01 Vacancies. No penalty will accrue to a laid off nurse who does not apply for/accept a position from a unit other than the unit she/he was laid off from.

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17.06 Leaves of Absence.

All provisions of Article XVII (R/F) shall apply to nurses on leave of absence in the same fashion as if said nurses were in active service.

ARTICLE XVIIIPROFESSIONAL/EDUCATIONAL BENEFITS18.01 Tuition Reimbursement

The Hospital will reimburse full-time RNs one-half (1/2) the cost of tuition up to a maximum of \$650 per calendar year, unless the full-time RN is matriculated in a BSN or MSN course in which case the Hospital will reimburse the nurse with 100% of the tuition costs up to a maximum of \$1,200 per calendar year. (part-time RNs to receive a prorated amount), subject to the following provisions:

- A. Provided application for reimbursement was submitted and approved prior to beginning of course.
- B. When a nurse has matriculated in a Bachelor or Master of Science Degree in nursing program, or
- C. For college level courses, with approval of the Vice President Patient Care Services/Operations.
- D. Within sixty (60) days of completion of the course, the nurse will present a transcript of the course grade to the Vice President Patient Care Services/Operations and will be reimbursed at that time. A grade of C or better must be obtained in order to qualify for reimbursement.

E. The Hospital also agrees to reimburse RNs for the full cost of the certification examination, after passing the examination, provided that the prior approval of the Vice President of Patient Care Services and Operations is obtained and the certification is related to the nurse's regular assignment.

18.02 Professional Activities

The Nurse Director may authorize time off without loss of pay and/or reimbursed expenses for nurses attending professional meetings, clinical conferences, conventions, advance courses, and other similar activities (to include evening and night nurses).

18.03 Continuing Education Programs

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The Hospital will provide fifteen (15) contact hour programs, free of charge, each year. Programs shall be made available for evening and night nurses. It shall be the nurse's responsibility to attend.

18.04 In-Service Teaching

The Nurse Director, or her/his designee, may grant compensatory time to any nurse who wishes to present an in-service program to the Hospital where (1) the program is presented by the nurse outside of her/his scheduled hours, and/or (2) where the nurse, with advance approval by the Education Coordinator, prepared the program outside of her/his scheduled hours. Nurses wishing to present an in-service program for the Hospital are encouraged to contact the Education Coordinator, or her/his designee who will make a determination of the relevance/need of the topic, and qualifications of the nurse to present the in-service.

18.05 Mandatory In-Service Programs

If a nurse is unable to attend a mandatory in-service program on duty time she/he shall be paid her/his applicable hourly rate for time spent at such programs.

18.06 Nursing Committees

Openings in the Nursing Service task forces and committees shall be posted on the MNA Bulletin Board for a period of two (2) weeks.

Staff nurses shall have the opportunity to apply for membership on these task forces and committees by making a written request to the Vice President Patient Care Services/Operations or designee. The nurse(s) selected and the MNA local unit chairperson shall be notified in writing.

18.07 Standards of Nursing Practice

- A. NARH shall promulgate and enforce policies, rules, and regulations to ensure that applicable professional standards of nursing practice (e.g., E.N.A. Critical Care) are established and carried out so that safe and effective nursing care is provided to patients.
- B. The NARH shall ensure that written policies, procedures and protocols are readily available to nursing staff.
- C. The NARH shall ensure that organizational policies and procedures, job descriptions and standards of nursing practice conform to M.G.L.c. 112, s 74-81B, Board regulations at 244 CMR

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2.00-7.00, and all other federal and state laws and regulations related to the practice of nursing.

- D. The hospital will only keep and admit the number of patients that registered nurses can safely care for. The hospital will take measures such as adding nurses, stopping admissions or other measures to ensure that this occurs.

ARTICLE XIX

GRIEVANCE PROCEDURE

19.01 MNA Board

The MNA Board consisting of not more than eight (8) nurses which will meet periodically with representatives of the Hospital to discuss matters of mutual interest and concern.

19.02 Grievance Procedure

The Association and the Hospital recognize that day to day problems affecting nurses and the administration of this Agreement will normally be adjusted between a nurse and her/his immediate supervisor, provided that no agreement with an individual nurse shall be contrary to the provisions of this Agreement. A grievance which cannot be resolved in this informal manner shall be processed, adjusted and settled in accordance with the grievance and arbitration procedure prescribed in this Article. A grievance shall be defined as a complaint or dispute between the Hospital and the Association pertaining to the interpretation of, application of, or compliance with, the provisions of this Agreement.

STEP 1

An aggrieved nurse(s) will present the grievance to the Vice President Patient Care Services/Operations, or designee, within thirty (30) days after the occurrence or the knowledge of the cause of the grievance, whichever is earlier. The grievance will be written and will be presented, through or by a representative of the Nurses' Committee. A Step 1 meeting will be held within seven (7) work days from submission of the grievance with a Step 1 answer from the Vice President Patient Care Services/Operations, or designee, in writing, to the grievant(s) and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days from said Step 1 meeting.

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STEP 2

In the event the grievant or the Association is not satisfied with the resolution of the grievance at Step 1, the grievant or the Association may, within seven (7) work days after receipt of the written decision from the Vice President Patient Care Services/Operations or designee, file the grievance with the Vice President Human Resources, or designee. A step 2 meeting will be held within seven (7) work days from submission of a Step 2 grievance. The Vice President of Human Resources, or designee, will render a written decision to the grievant and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days after said Step 2 meeting.

STEP 3

In the event the grievant or the Association is not satisfied with the resolution of the grievance at Step 2, the grievant or the Association may, within seven (7) work days after receipt of the written decision from the Director of Human Resources, file the grievance with the President or his/her designated representative. A Step 3 meeting will be held within seven (7) work days from submission of a Step 3 grievance. The President, or his/her designee, will render a written decision to the grievant and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days from said Step 3 meeting.

The Hospital or the Association may institute a grievance by a written notice to the other party within thirty (30) days after the occurrence or knowledge of the cause of the grievance. Within ten (10) work days after such notice is given, the grievance shall be discussed by a representative of the Association, a representative of the Hospital, and a representative of the Nurses' Committee and a written answer rendered.

STEP 4

If the grievance is not resolved in the foregoing Steps, either party may submit the matter to arbitration within thirty (30) days after the receipt of a written answer in Step 3, in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all of the parties. (Work Days are defined as Monday - Friday and no holidays.)

19.03 Submission/Response on Weekends/Holidays

In the above Steps where the last day for a submission or a response falls on a Saturday, Sunday, or on a holiday, the submission or response shall be considered timely if it is submitted on the following Monday or on the day following the holiday. The seven (7) work day period for submitting and responding to grievances, as well as all other time periods contained herein, shall start with the day following receipt of the grievance and/or response.

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19.04 Arbitrator

The cost of the arbitration assessed by the American Arbitration Association and the arbitrator shall be borne equally by the parties.

The Arbitrator shall have no authority to add to or subtract from or modify any of the terms of this Agreement.

19.05 New Classification

In the event that a new classification and salary rate are instituted by the Hospital, the matter may be subject to arbitration and the arbitrator shall not be limited by the provisions hereof with respect to such classification and salary rate.

19.06 Untimeliness

In the event that an appeal is not taken to the next step within the time limitations set forth under this Article, the matter shall be deemed to be resolved on the basis of the last written resolution of the matter. If the Hospital fails to answer a grievance within the foregoing time limitations, the grievance shall be resolved in favor of the grievant.

19.07 Direct Arbitration

By mutual agreement in writing between the Hospital and the Association, a grievance otherwise subject to the grievance procedure, as provided herein, may be submitted directly to arbitration.

19.08 Time Limit Extension

The time limits provided in the grievance procedure may be extended or otherwise modified by agreement of the parties.

ARTICLE XXSTRIKES AND LOCKOUTS20.01 Strikes and Lockouts

It is mutually agreed that during the term of this Agreement, there will be no stoppage of work, lockouts, mass sick days, slow-downs or any similar interference with the operation of the Hospital. The Association also agrees that it will not foster or encourage mass resignation.

ARTICLE XXIDURATION21.01 Duration and Renewal

This Agreement will be effective as of April 1, 2001, and remain in full force and effect until March 31, 2004, and will continue in effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to March 31 of any year. In the event such notice is given, this agreement will continue in effect until a new agreement is reached or, if after March 31, 2004, until terminated by either the Hospital or the Association upon written notice of not less than 30 days, but a strike or picketing may not occur until the 31st day after the written notice is received.

ARTICLE XXIISUCCESSORSHIP22.01 Successorship

This Agreement shall remain in effect and shall be binding upon all successors and assigns of NARH. NARH shall include this requirement as a condition of a sale or transfer of ownership or operation and shall confirm to the Association in writing that it has done so and that it has notified any such successor or assign of any pending grievances, arbitrations, unfair labor practice proceedings and/or any other litigation between NARH and the Association.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.

MASSACHUSETTS NURSES
ASSOCIATION

Shelley Reever
Shelley Reever
Interim Director of Labor Relations

Shirley Aske RN
Shirley Aske RN
Associate Director, Labor Relations

Dorcen Brazzau RN
Dorcen Brazzau, RN
Chairperson

Mary McConnell RN
Mary McConnell, RN
Co-Chairperson

NORTH ADAMS
REGIONAL HOSPITAL

[Signature]
President

[Signature]

[Signature]

APPENDIX I

PER DIEM NURSES

PREAMBLE: All newly hired registered per diem nurses names and addresses shall be included on the MNA Chairperson's monthly hire/termination notice in the month following her/his hire. Written notice shall be sent to the MNA Chairperson by January 31 of each year with a list of the registered per diem nurses employed by the Hospital as of that date. Said list shall include number of hours worked during the previous year by each listed registered per diem nurse. In addition, by January 31 of each year, the Hospital will send to each registered nurse, employed by the Hospital in a per diem capacity, a list indicating bargaining unit status of each of these registered nurses for the current year.

1. Per Diem nurses who are included in the MNA bargaining unit are those who work at least 700 hours in a calendar year.

2. Hours worked while employed in a per diem capacity will be calculated at the end of each calendar year to determine inclusion or exclusion in the bargaining unit during the coming year. (e.g., Per Diem Nurses included in the bargaining unit during 1984 are those nurses who worked at least 700 hours, as a per diem employee during 1983).

3. For per diem nurses in the bargaining unit, the regular staff nurses salary scale will apply. Annual salary increases, if applicable and if not already at maximum rate, will require the nurse work a least 1000 hours from date of hire of from date of last increase, with a minimum of at least 12 months; if the nurse has worked less than 1000 hours the increase will be given, under the above condition, when the 1000 hours requirement is reached.

4. Per diem nurses are not eligible for fringe benefits except for shift, weekend and holiday differential, on-call stipend, overtime, and for the Hospital's Retirement Plan, and charge pay, if applicable.

5. Per diem nurses in the bargaining unit will acquire per diem nurse bargaining unit seniority which shall be based upon hours of work in any calendar year in which the nurse is included in the bargaining unit. Said per diem nurse bargaining unit seniority shall be applicable for lay-off determination, and bidding on vacant position in reference only to other NARH's per diem nurses, or outside hires. If a nurse resigns her permanent bargaining unit position and is later re-hired as a per diem nurse, there will be no carryover of seniority which was accrued as a permanent nurse except that the former permanent bargaining unit seniority may be used by a per diem nurse for the sole purpose of bidding on vacant permanent positions relative to

other bargaining unit per diem nurses. This carryover applies only to RNs who are hired as per diem nurses within 6 months of termination from a permanent bargaining unit position.

6. Nurses in the bargaining unit who transfer from per diem status to a permanent position will have bargaining unit seniority calculated from the date they first became included in the bargaining unit and excluding any per diem employment during which they were not in the bargaining unit. Hospital-wide seniority will be effective from the most recent date of hire in a permanent status.

7. It is understood that per diem nurses will give the Hospital at least a general outline of the availability to work, e.g., never on weekends, only on Thursday and Fridays, 11:00 - 7:15, etc. If said employee is a member of the bargaining unit, she/he may not have recourse to the grievance procedure except as to the question of whether or not she/he actually refused to work within the context of this section. A per diem nurse may not change her/his general outline of availability to work without the written consent of the Hospital.

8. In the case of a Reduction in Force per diem nurses will not be assigned to the unit/area in which the reduction has occurred unless the nurse on lay-off from the unit/area chooses not to accept the vacant position, or a relief assignment, in that unit/area.

9. Permanent nurses will not automatically become per diem nurses upon resignation or termination.

10. Nothing in this Agreement is meant to impose upon the Hospital any obligation to employ any per diem nurse for any specified number of hours. This Agreement does not preclude the MNA from raising the issue of hours worked by per diem registered nurses in a discussion of overall R.N. staffing concerns.

11. Per diem nurses bargaining unit seniority will be calculated only on a continuous service basis and will not be used in the application under Article XVI, Section 16-01, C, relative to re-employed nurses.

APPENDIX II

TWELVE HOUR SHIFTS

The North Adams Regional Hospital and the Massachusetts Nurses Association hereby agree to the following terms, conditions, and understandings regarding twelve (12) hour shifts for certain Registered Nurses:

1. Any other twelve (12) hour shift positions which are available will be posted according to the current contractual procedure.
2. RNs who work three (3) twelve (12) hour shifts per week shall be paid thirty-six (36) hours pay for thirty-six (36) hours worked.
3. RNs who work the above shifts shall be entitled to full time benefits. Those RNs who work two (2) twelve (12) hour shifts shall be placed in the 60% fringe benefit category.
4. The twelve (12) hour shifts include report time following the end of the shift. Such time is unpaid unless it exceeds fifteen (15) minutes beyond the end of the shift in which case overtime shall be paid in accordance with paragraph 9 of this Agreement.
5. RNs working twelve (12) hour shifts shall receive shift differential pay in accordance with the current Agreement between the parties.
6. RNs working twelve (12) hour shifts shall receive a night bonus in accordance with the current agreement between the parties except for nurses working the 6:00 A.M. to 6:00 P.M. and 6:00 P.M. to 6:00 A.M. shift. The RNs working the 6:00 P.M. to 6:00 A.M. shift shall receive the entire night bonus. Those RNs working the 6:00 A.M. to 6:00 P.M. shift shall not receive any night bonus.
7. RNs working either two (2) or three (3) twelve (12) hour shifts shall be entitled to overtime pay when the R.N. works more than twelve (12) hours in a shift or forty (40) hours in a week, but not for both; i.e., there is no pyramiding of overtime pay.
8. Sick time shall be accumulated at the rate of eight (8) hours per month. If a sick day is taken on a twelve (12) hour shift there shall be a twelve (12) hour reduction from sick time accumulation.

9. Vacation accumulation shall be recorded in hours not days. When a vacation day is taken there shall be a twelve (12) hour reduction from vacation accumulation.

10. The holiday differential shall be paid according to the current Agreement between the parties. Holiday accumulation shall be recorded in hours not days. If the R.N. actually works on the Holiday, the R.N. will receive a minimum of eight (8) hours of compensatory time. If the R.N. works in excess of eight (8) hours on the holiday, the R.N. will receive additional compensatory time off for each hour worked over eight (8) hours. When a holiday is not worked, a full time R.N. shall be paid eight (8) hours which may be supplemented up to four (4) hours from accumulated holiday, vacation, or personal day time. Part-time R.Ns shall be paid in accordance with the pro-rata policy. This time may also be supplemented with accumulated holiday, vacation, or personal day time.

11. RNs working the twelve (12) hour shifts shall have three (3) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal period.

12. Bereavement time - In accordance with the terms of the current Agreement, RNs working twelve (12) hour shifts will receive paid time off from work in the following amounts:

Current Agreement:	5 days	Under 12 Hour Shifts:	one week
	3 days		24 hours
	2 days		16 hours
	1 day		12 hours

13. Education days - Twelve (12) hour shift RNs who are sent by the Hospital to attend nursing educational sessions may be required to work either before or after the session for a combined total of no more than twelve (12) hours. The Hospital may, however, decide, based on the length of the session, time spent in travel, and other factors, that the R.N. has substantially met the twelve (12) hour requirement.

14. Should an issue arise which is not covered by this Agreement, or the current Agreement between the parties, the Hospital and the Association agree to negotiate the issue as soon as practical.

15. There shall be equal distribution of weekend shift coverage among those nurses working eight (8) or twelve (12) hour shifts within the same unit.

16. Where a nurse working twelve (12) hour shifts requests a reduction in hours in addition to operational needs the Hospital would also look at the impact on other bargaining unit members.

17. The Hospital agrees to notify the MNA Chair of any twelve (12) hour shift nurses who have been granted a decrease to eight (8) hours.

18. By May 31, 1990 a list of all nurses in the bargaining unit, areas worked, and hours worked including whether the nurse is assigned to eight (8) or twelve (12) hour shifts shall be supplied by the Hospital to the Association.

19. Shift Differential

A. Nurses who work four (4) or more hours between the hours of 3:00 p.m. and 11:00 p.m. shall receive one dollar and twenty cents (\$1.20) per hour, for each hour worked during such period. Nurses who work four (4) or more hours between the hours of 11:00 p.m. and 7:00 a.m. shall receive one dollar and fifty cents (\$1.50) for each hour worked during such period. The shift differential shall be included in holiday, vacation, and sick leave payments made to nurses who regularly work the evening or night shift.

B. The 6:00 p.m. to 6:00 a.m. shift shall receive the 11-7 differential for the entire shift.

APPENDIX IIIFLEXIBLE SCHEDULING

The North Adams Regional Hospital and the Massachusetts Nurses Association hereby agree to the following terms and conditions with regard to the implementation of a flexible scheduling system for Registered Nurses in the Maternity Unit:

1. A Flex Nurse is a nurse assigned to be available for a twelve (12) hour period (7:00 a.m. - 7:00 p.m. or 7:00 p.m. - 7:00 a.m.) either at home or within deeper range, within a 30 minute commute to the Hospital, to respond for sudden increased staffing needs in the Maternity Unit.
2. Nurses shall work an eight (8) hour day unless a nurse is assigned as Flex Nurse.
3. Nurses assigned to the 8-hour Flex Nurse period shall be paid at their regular hourly rate for six (6) hours, when on flex duty or if called in, plus appropriate differentials, if the nurse works between six (6) and eight (8) hours, she/he will be paid straight time plus applicable differentials.
4. Nurses assigned to the 12-hour Flex Nurse period shall be paid at their regular hourly rate for eight (8) hours, when on flex duty or if called in, plus appropriate differentials.
5. If called in, any hours worked over eight (8) in the 12-hour period shall be paid at the time and one-half (1 1/2) rate.
6. Flex duty rotation shall be assigned as equitably as possible.
7. Weekends off and holiday Flex Nurse coverage shall be assigned on an equitable basis.
8. Nurses assigned to Flex duty from 7 a.m. to 7:00 p.m. shall not receive a shift differential. Nurses assigned Flex duty 7:00 p.m. to 7:00 a.m. shall receive the night shift differential as per the current Agreement, Article VII, 7.02.
9. Weekend differential shall be paid to a nurse on Flex duty for any and all hours beginning at 11:00 p.m. on Friday through 11:00 p.m. on Sunday, as per the current Agreement, Article VII, Section 7.03.
10. Holiday time for the Flex nurse shall be paid from 7:00 p.m. the eve of the holiday to 7:00 p.m. the day of the holiday, as per Article IX, Section 9.08 of the current Agreement.

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11. There shall be no pyramiding of overtime pay as per the current Agreement, Article VI, Section 6.04 (a).

12. Nurses may "split" a twelve (12) hour flex shift so that each nurse is scheduled for flex time for six (6) hours. If the nurse is not called in to work, the nurse shall be paid for four (4) hours of time. If the nurse is called in to work more than four (4) hours, the nurse shall be paid for the time in accordance with the above flex time provisions.

13. The Nurse Director shall monitor the utilization of the Flex Nurse and shall periodically review the advisability of its continuance.

14. The first such review shall be in April, 1987, and discussed with the MNA. If the Hospital deems it necessary, the Flex Nurse scheduling system may be eliminated with a 30-day advance notice to the MNA representative and the nurses involved.

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APPENDIX IVMULTI-DISCIPLINARY RESTRUCTURING COMMITTEE

1. The parties agree to form a Multi-Disciplinary Committee comprised of 2 - 3 union designated representatives from each of the three unions at NARH, non-union employees, management and physicians.
2. This Committee will meet to review, recommend and develop a design plan focused on patient care.
3. The Hospital may determine the priority of the nursing units to be discussed, i.e., list them all with the Hospital listing as number one the nursing unit the Hospital believes needs to be discussed first. The parties, however, will review every nursing unit/department during this process.
4. As each nursing unit is discussed, all of the registered nurses from said units will be invited to observe, on off-duty time, the aforementioned multi-disciplinary team during their discussion.
5. In the event there is no agreement in the restructuring plan, the Hospital may proceed with implementation of the plan, provided there are no changes required in the collective bargaining agreement between MNA and NARH.
6. If the Hospital restructuring plan includes a proposed change in the collective bargaining agreement, then the full MNA Board must agree to such changes or they cannot be implemented.
7. As the parties devise a restructuring plan, they will include an offer for registered nurses to volunteer for the agreed upon changes.

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APPENDIX VCASE MANAGERS

1. The current MNA bargaining unit RN Case Management positions will be posted and filled in the future with a rotating weekend component.
2. Absences on weekend will be filled, pursuant to 6.04 of the MNA/NARH contract.
3. There will be no holiday coverage required.
4. While Terry Briggs, RN remains in said Case Manager position she shall be assigned to the attached seventeen (17) week, weekend rotating schedule.
5. If Terry Briggs, RN remains in said Case Manager position, the employer reserves the right in the future to schedule Case Managers once every other weekend or less frequently, such as once every third weekend.

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APPENDIX VI2001 Case Manager Weekend RotationNurses

A and B - Jan - April
 B and C - May - August
 C and A - September - December

<u>JANUARY</u>	<u>MAY</u>	<u>SEPTEMBER</u>
6 & 7 - A 13 & 14 - B 20 & 21 = A 27 & 28 = B	5 & 6 - B 12 & 13 - C 19 & 20 = B 26 & 27 = C	1 & 2 - C 8 & 9 = A 15 & 16 - C 22 & 23 = A 29 & 30 = C
<u>FEBRUARY</u>	<u>JUNE</u>	<u>OCTOBER</u>
3 & 4 - A 10 & 11 - B 17 & 18 = A 24 & 25 = B	2 & 3 - B 9 & 10 - C 16 & 17 = B 23 & 24 = C 30 = B	6 & 7 - A 13 & 14 = C 20 & 21 = A 27 & 28 = C
<u>MARCH</u>	<u>JULY</u>	<u>NOVEMBER</u>
3 & 4 - A 10 & 11 = B 17 & 18 = A 24 & 25 = B 31 = A	1 - B 7 & 8 = C 14 & 15 = B 21 & 22 = C 28 & 29 = B	3 & 4 - A 10 & 11 = C 17 & 18 = A 24 & 25 = C
<u>APRIL</u>	<u>AUGUST</u>	<u>DECEMBER</u>
1 - A 7 & 8 = B 14 & 15 = A 21 & 22 = B 28 & 29 = A	4 & 5 = C 11 & 12 = B 18 & 19 = C 25 & 26 = B	1 & 2 = A 8 & 9 = C 15 & 16 = A 22 & 23 = C 29 & 30 = A

APPENDIX VIICLINICAL TEAM LEADERS

1. RNs hired into this position will be placed on the new grade at the same step that the RN holds at the time of promotion to the Clinical Team Leader position. The RN (C.T.L.) will move to the next step on the new grade in the same manner as the nurse would have in the RNs former salary grade.
2. In the event of a reduction in force, the Clinical Team Leader positions for purposes of lay off and bumping will be treated as a member of the specific departments in which they work. For instance, the Clinical Team Leader on 3rd North will fall under the seniority list for 3rd North, Maternity under Maternity, CCU under CCU, etc. The one department that is not so obvious is Surgical Services. For purposes of clearly defining the process for the Surgical Services Department, the Clinical Team Leader will be a part of the seniority list for the Operating Room if they came out of the Operating Room; the Recovery Room if they came out of the Recovery Room; Ambulatory Surgery if they came out of ASU; Endoscopy if they came out of Endoscopy. If the nurse did not come out of one of these specific units, she/he will be cross-trained for ASU and shall become a member of that seniority list for purposes of layoff and bumping.
3. Holiday Coverage - The C.T.L. is not required to work on Holidays except if there are extraordinary circumstances on Thanksgiving, Christmas or New Years, said C.T.L. may be required to work.
4. Weekends - The C.T.L. will not be scheduled to work more than ten (10) full weekends during the course of a calendar year. Said weekends shall not be scheduled back to back.
5. Maternity Clinical Leader: 4 = 16 hours
 Would post as 16-hour position - could be integrated into existing position.
 Ex:
 - Full time RN applies
 - Works Monday - Friday 7:00 a.m. - 3:30 p.m.
 - Monday - 7:00 - 3:30 p.m. - Clinical Leader
 - Thursday - 7:00-3:30 p.m. - Clinical Leader
 - Tuesday, Wednesday, Friday - 7:00 - 3:30 p.m. - Staff RN
 Additional posted 7:00 - 3:00 p.m. 4 position to cover clinical hours vacated by clinical leader.
 If integrated into 40-hour C.T.L., RN would be required to rotate weekends since said position would be a partial Staff RN position. No weekend coverage would be required as a C.T.L.
 On Call: A C.T.L. may volunteer to be on call in the area they fall into for R.I.F. (see #2 this addendum), and as per 6.04 (overtime) subsection D3.

7. If a C.T.L. works additional shifts beyond their committed C.T.L. hours, said RN will be paid as a staff nurse for said additional shifts.

SIDE LETTER
CROSS TRAINING

NARH will follow the cross training program guide lines signed 5/17/00. The exception is that the nurse will work her/his usual scheduled hours of work while cross training unless the unit she/he is cross training in is not open for said nurse's usual hours of work. In this case, the cross training nurse will work as close to her/his usual hours of work as is possible.

SIDE LETTER

At the commencement of the new Agreement, RNs working 12-hour shifts in the Medical Surgical Unit will be offered three (3) options:

- a) 3 - 12 hours shifts - 36 hours paid - with full time benefits
- b) 3 - 12 hour shifts, plus one four hour shift per week subject to:
 - 1) current contract language regarding weekends and holidays;
 - 2) nurses will be scheduled on her/his own unit and regular shifts, whenever possible;
 - 3) On the 2 - 6 a.m. and 3 - 7 a.m. shifts, volunteers will be sought before assignments are made to these nurses.
- c) 5 - 8 hour shifts.

In the E.R. and CCU options a) and b) above are the only options that are offered.

On any 12 hour R.N., if financial data is requested on themselves, they shall be given 48 hours from the receipt of the data before being required to make a final decision.

**SIDE LETTER
ON-CALL ROOM**

At the time of the implementation of this Agreement this area will be the Eagle Street facility (the Hospital is not guaranteeing that this location will forever be the site where on-call, call-back nurses will stay; however, the Hospital is agreeing to provide some area for this purpose). The Hospital further agrees at the Eagle Street facility to:

- a) replace the glass door with a solid door;
- b) put a lock at the closet at the bottom of the stairs;
- c) put a phone jack, for local calls only, in the bedroom to be used by the nurse;
- d) security guard, upon request, will walk with the nurse to and from the Eagle Street facility;
- e) the Eagle Street facility is included in the regular rounds of the security guards.

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Alternate Shifts	6.03	Holiday Definition
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Annual List of Employees	4.02	Holiday During Vacation
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Association, Participation in	4.01	Holidays Off
Association Representatives	4.03	Holiday, Working On
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Certified Registered Nurse Anesthetists	7.13	Indemnification
Charge Nurse	7.07	Industrial Accident Leave
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Degree Differential	7.09	Leaves of Absence, Unpaid
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Orientation	4.09 & 15.04
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PC Filing	4.12
Paternity Leave	14.07
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Part-Time Nurse	5.03 & 9.10
Part-Time Nurse Benefit Entitlement	8.01
Pension Plan	12.06
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EXHIBIT 3

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200841	06/01/05	N004369	MASSACHUSETTS NURSES ASSOCIATION	ISSUED	06/01/05	1825.00
					TOTAL \$	1826.00

Check					
Bank Account	BOB	Vendor Number	N004989		
Check Number	200841	Vendor Name	MASSACHUSETTS NURSES ASSOCIATION		
Check Date	06/01/05	Payable To	MASSACHUSETTS NURSES ASSOCIATION		
Amount	1825.00	Address			
Status	ISSUED				
Start Date	06/01/05	Business On			
Comment					
Invoice Number	Inv Date	Prev Bal	Discount	Payment	Remain Bal
INVOICES					
5/05 COST	05/14/05	1825.00	0.00	1825.00	0.00
Check Details					

*Law Offices of
Fernand J. Dupere, Esq.*

*223 College Highway
Post Office Box 373
Southampton, Massachusetts 01073
Tel: (413) 587-0716 Fax: (413) 587-3566*

*Fernand J. Dupere, Esq.
Russell J. Dupere, Esq.*

June 27, 2005

Mark A. Hickernell, Esq.
153 Cordaville Rd., Suite 210
Southborough, MA 01773

RE: Massachusetts Nurses Association and North Adams Regional Hospital, Inc.
USDC Civil Action No. 05-30145-MAP

Dear Attorney Hickernell:

On June 23, 2005, I sent you a check on behalf of the North Adams Regional Hospital in AAA Case Number 1130-0920-03 regarding Award paragraph 2(b) as referenced in the above-named matter. The amount was determined as follows:

The average wage rate of an RN in May and June of 2002 was approximately \$25 per hour. The total number of hours involved in the nine grievances was 73 hours. The amount paid to the Association was: $73 \times \$25 = \$1,825$.

If you have any further questions, please feel free to contact me.

Sincerely,

Fernand J. Dupere, Esq.
Fernand J. Dupere, Esq.

cc: Jeff Stevens, Vice President of Human Resources (413) 664-5393

<https://ecashmanager.tdbanknorth.com/ma/getimage.asp?aba=211370545&account=0051229944&ser...> 7/14/2005

EXHIBIT 4

Objection and Documentation of Unsafe Staffing/Unsatisfactory Patient Care

Please type or apply pressure when writing

I, JESSICA DEMARSICO a REGISTERED NURSE
[NAME] [TITLE]
employed at NORTH ADAMS REGIONAL HOSPITAL on Third shift 3/28/05 3 NORTH
[HOSPITAL/AGENCY/FACILITY] [SHIFT & DATE] [UNIT] MED-SURG

hereby object to the assignment as:

- ☒ Charge Nurse ☒ Staff Nurse ☐ Team Leader
☐ Primary Nurse ☐ Team Member/Patient Care Assignment ☐ Other _____

based upon the following grounds (check one Main Heading):

- ☐ 1. Floating to another unit ☐ 2. Forced overtime ☐ 3. Inadequate staffing with typical patient census ☒ 4. Heightened patient acuity

Subheadings (check all that apply):

- ☐ a. Not oriented to unit
☐ b. Not trained or experienced within the last year in area of assigned practice
☐ c. Given an assignment which poses a serious threat to my health and safety
☒ d. Given an assignment which poses a serious threat to the safety and well-being of my patients
☒ e. Case load assignment is excessive and interferes with delivery of safe and adequate care
☐ f. Transferred, discharged, or admitted new patients to unit without adequate staff
☐ g. Improper use of nurse substitute
☐ h. Not given appropriate staff for census:
☐ inappropriate number of temp. professional personnel
☐ inappropriate number of unlicensed personnel
☐ inappropriate number of professional staff
☐ not provided with unit clerk
☐ other (specify): _____

Staffing count at time of objection

	Regular	Float/Casual	Temporary Pool	Needed Staff to Provide Patient Care	Minimum Staffing Quotas as Set by Administration
RN	3				1 or 2
LPN	1				2 or 1
Ancillary	2				3 3
Ward					

Clerk: ☐ Yes ☐ No

Patient census at time of objection: 25 Adults Unit capacity: 30 Acuity (amt. of nursing care required): ☒ Hi ☐ Ave. ☐ Lo

Brief statement of problem (optional): 6 confused pts, 1 chest tube, C-diff iso, 1 pediatric, IVG tube, OCC line, ppi, Lipids, 3 fever, MRSA precautions, G tube feed, neuro vs, C-line, 2 pts resp distress (ventilator, non-rebreather) 2 Admissions (1 A Slight Admission), Accidents, 3 rooms nonstop bell ringing due to 1 resp chloride (summer aware), Surgical prep of pt for am

Supervisor(s) notified: Kathryn Blencow Time 2130 Response Wait until after 2300 for admissions
Ginny Gorgins Time 2330 Response Sent admissions (2)

Physician(s) notified (if necessary): _____ Time _____ Response _____

I believe the situation described above is unsafe. I will continue to provide the best professional nursing care possible in this situation. However, I decline to accept any legal responsibility for any untoward events that may occur as a result of unsafe staffing by the hospital/agency/facility.

Signature Jessica Demarsico RN Date 3-28-05

White - Employee Canary - Massachusetts Nurses Association Pink - VP Nursing/DON/Administrator



Massachusetts Nurses Association • 340 Turnpike St. • Canton, MA • 02021 • Tel: 781-821-4625 • Fax: 781-821-4445

Objection and Documentation of Unsafe Staffing/Unsatisfactory Patient Care

Please type or apply pressure when writing

I, Marcia A Tessier a RN
 [NAME] [TITLE]
 employed at North Adams Regional Hospital on 7:00am-3³⁰p Endo/Surgical Services
 [HOSPITAL/AGENCY/FACILITY] [SHIFT & DATE] [UNIT]

hereby object to the assignment as:

- ☐ Charge Nurse ☐ Staff Nurse ☐ Team Leader
☐ Primary Nurse ☐ Team Member/Patient Care Assignment ☒ Other Special procedure Nurse

based upon the following grounds (check one Main Heading):

- ☐ 1. Floating to another unit ☐ 2. Forced overtime ☐ 3. Inadequate staffing with typical patient census ☐ 4. Heightened patient acuity/

Subheadings (check all that apply):

- ☒ a. Not oriented to unit
☐ b. Not trained or experienced within the last year in area of assigned practice
☐ c. Given an assignment which poses a serious threat to my health and safety
☐ d. Given an assignment which poses a serious threat to the safety and well-being of my patients
☐ e. Case load assignment is excessive and interferes with delivery of safe and adequate care
☐ f. Transferred, discharged, or admitted new patients to unit without adequate staff
☐ g. Improper use of nurse substitute
☐ h. Not given appropriate staff for census:
☐ inappropriate number of temp. professional personnel
☐ inappropriate number of unlicensed personnel
☐ inappropriate number of professional staff
☐ not provided with unit clerk
☐ other (specify): _____

Staffing count at time of objection

Regular	Float/Casual	Temporary Pool	Needed Staff to Provide Patient Care	Minimum Staffing Quotas as Set by Administration
RN				
LPN				
Ancillary				
Ward				

Clerk: ☐ Yes ☐ NoPatient census at time of objection: _____ Unit capacity: _____ Acuity (amt. of nursing care required): ☐ Hi ☐ Ave. ☐ Lo

Brief statement of problem (optional): Assigned to special procedure nurse position to monitor pt in Radiology having CT guided needle lung biopsy - No training for this given - no procedure accessible in hospital - no one to review nursing responsibilities during procedure - I was assigned to this position yesterday.

Supervisor(s) notified:

Time

Response

Louann Quinn MSN emailed 8⁰⁵ AMBillie Allard MSN - VP of care - emailed 8⁰⁵ AM

Physician(s) notified (if necessary):

Time

Response

I believe the situation described above is unsafe. I will continue to provide the best professional nursing care possible in this situation. However, I decline to accept any legal responsibility for any untoward events that may occur as a result of unsafe staffing by the hospital/agency/facility.

Signature

Marcia A Tessier RN

Date

6/2/05

White - Employee

Canary - Massachusetts Nurses Association

Pink - VP Nursing/DON/Administrator



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Objection and Documentation of Unsafe Staffing/Unsatisfactory Patient Care

Please type or apply pressure when writing

I, Donna Bernardi a RN
 (NAME) (TITLE)
 employed at NARH on 7A-7P EO
 (HOSPITAL/AGENCY/FACILITY) (SHIFT & DATE) (UNIT)

hereby object to the assignment as:

- ☐ Charge Nurse ☐ Staff Nurse ☐ Team Leader
☐ Primary Nurse ☐ Team Member/Patient Care Assignment ☐ Other _____

based upon the following grounds (check one Main Heading):

- ☐ 1. Floating to another unit ☐ 2. Forced overtime ☒ 3. Inadequate staffing with typical patient census ☐ 4. Heightened patient acuity

Subheadings (check all that apply):

- ☐ a. Not oriented to unit
☐ b. Not trained or experienced within the last year in area of assigned practice
☐ c. Given an assignment which poses a serious threat to my health and safety
☐ d. Given an assignment which poses a serious threat to the safety and well-being of my patients
☐ e. Case load assignment is excessive and interferes with delivery of safe and adequate care
☐ f. Transferred, discharged, or admitted new patients to unit without adequate staff
☐ g. Improper use of nurse substitute
☒ h. Not given appropriate staff for census:
☐ inappropriate number of temp. professional personnel
☒ inappropriate number of unlicensed personnel
☒ inappropriate number of professional staff
☐ not provided with unit clerk
☐ other (specify): _____

Staffing count at time of objection:

	Float/Casual	Temporary Pool	Needed Staff to Provide Patient Care	Minimum Staffing Quotas as Set by Administration
<u>Donna Bernardi</u> RN <u>Chris Rodriguez</u>				
LPN <u>G. Burdick</u>				
Ancillary				
Ward				

Clerk: ☐ Yes ☐ No

Patient census at (time of objection): _____ Unit capacity: _____ Acuity (amt. of nursing care required): ☐ Hi ☐ Ave. ☐ Lo

Brief statement of problem (optional): Call out - 7A-7P - RN (night supervisor replaced 2 on LPN - 7-11A - RN 11-3) leaving department & 2 RNS - 1 LPN 7A-11A (Standard of care in ED 3 RNS) the night nurse relayed message that RN was coming in 7-3

Supervisor(s) notified:

S. Foster Time 0725 Response _____
C. Miller RN Time 0733 Response _____

Physician(s) notified (if necessary):

Dr. Donovan Time 0730 Response none

I believe the situation described above is unsafe. I will continue to provide the best professional nursing care possible in this situation. However, I decline to accept any legal responsibility for any untoward events that may occur as a result of unsafe staffing by the hospital/agency/facility.

Signature Donna Bernardi RN Date 6/15/05

White - Employee

Canary - Massachusetts Nurses Association

Pink - VP Nursing/DON/Administrator



Sue Rabideau states she distinctly told D. Durant RN
Nights that Michelle Haskins RN would be in 11A-3p.

* The department was left c 2 RNs - D. Burson RN
C. Rodriguez RN

1 LPN Gail Bendick LPN

from 7A-11A.

0810 S. Rabideau RN + S. Foster LPN came to department
I notified them I was declining unsafe staff objection
They called D. Balawender RN - to be on call to ED to
cover but will be called away as needed

Objection and Documentation of Unsafe Staffing/Unsatisfactory Patient Care

Please type or apply pressure when writing

I, Karin Robert a RN
[NAME] [TITLE]
employed at NARTI on SSU
[HOSPITAL/AGENCY/FACILITY] [SHIFT & DATE] [UNIT]

hereby object to the assignment as:

- ☒ Charge Nurse ☐ Staff Nurse ☐ Team Leader
☐ Primary Nurse ☐ Team Member/Patient Care Assignment ☐ Other _____

based upon the following grounds (check one Main Heading):

- ☐ 1. Floating to another unit ☐ 2. Forced overtime ☒ 3. Inadequate staffing with typical patient census ☐ 4. Heightened patient acuity

Subheadings (check *all* that apply):

- ☐ a. Not oriented to unit
☐ b. Not trained or experienced within the last year in area of assigned practice
☒ c. Given an assignment which poses a serious threat to my health and safety
☐ d. Given an assignment which poses a serious threat to the safety and well-being of my patients
☒ e. Case load assignment is excessive and interferes with delivery of safe and adequate care
☐ f. Transferred, discharged, or admitted new patients to unit without adequate staff
☐ g. Improper use of nurse substitute
☒ h. Not given appropriate staff for census:
☐ inappropriate number of temp. professional personnel
☐ inappropriate number of unlicensed personnel
☐ inappropriate number of professional staff
☐ not provided with unit clerk
☐ other (specify): _____

Staffing count at time of objection

	Regular	Float/Casual	Temporary Pool	Needed Staff to Provide Patient Care	Minimum Staffing Quotas as Set by Administration
RN	2	2			
LPN					
Ancillary					
Ward					

Clerk: ☒ Yes ☐ No 7-OR's - 2 Tx's, 1 Cpi, 11-Endo's
Patient census at time of objection: 20 Unit capacity: _____ Acuity (amt. of nursing care required): ☐ Hi ☐ Ave. ☐ Lo

Brief statement of problem (optional): Sick call - 7-5³⁰ - unable to find

full staff. Clinical from 3am to 6am coverage P/AM
intermittent to unit - 1 (Cpi) 2 1 Tx 1 Endo 2 Cpi, 1 JVP
Can't take assignment - 1 med added cpi's to staffing (unable
Supervisor(s) notified: Sandy Time 0630 Response "I know how to handle this"

Physician(s) notified (if necessary): _____ Time _____ Response _____

I believe the situation described above is unsafe. I will continue to provide the best professional nursing care possible in this situation. However, I decline to accept any legal responsibility for any untoward events that may occur as a result of unsafe staffing by the hospital/agency/facility.

Signature Karin Robert Date 9/12/05

White - Employee Canary - Massachusetts Nurses Association Pink - VP Nursing/DON/Administrator

